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<b>Reference</b>	IOR/R/15/1/638
<b>Title</b>	'File 86/1 I (D 73) Eastern and General Syndicate - Proposed Oil Concession in Kuwait'
<b>Date(s)</b>	28 Aug 1925-1 Jun 1931 (CE, Gregorian)
<b>Written in</b>	English and Arabic in Latin and Arabic script
<b>Extent and Format</b>	1 volume (244 folios)
<b>Holding Institution</b>	British Library: India Office Records and Private Papers
<b>Copyright for document</b>	<u>Unknown</u>

#### About this record

The volume covers the proposal by the Eastern and General Syndicate Limited for oil concessions in Kuwait (also spelled Koweit) which were to be negotiated on the Syndicate's behalf by Major Frank Holmes.

Included within the volume are copies of the draft agreements and correspondence between the Syndicate, the Colonial Office, The Government of India, The Political Resident in the Persian Gulf, The Political Agent in Kuwait and the Sheikh of Kuwait with regards to the various clauses proposed in the agreements. The correspondence focuses primarily on clauses in the draft agreement which would permit the Syndicate to pass any concessions granted on to their American owners, and the concerns of both the Sheikh of Kuwait (Aḥmad al-Jābir Āl Ṣabāḥ) and the British Government over British companies operating in Kuwait.

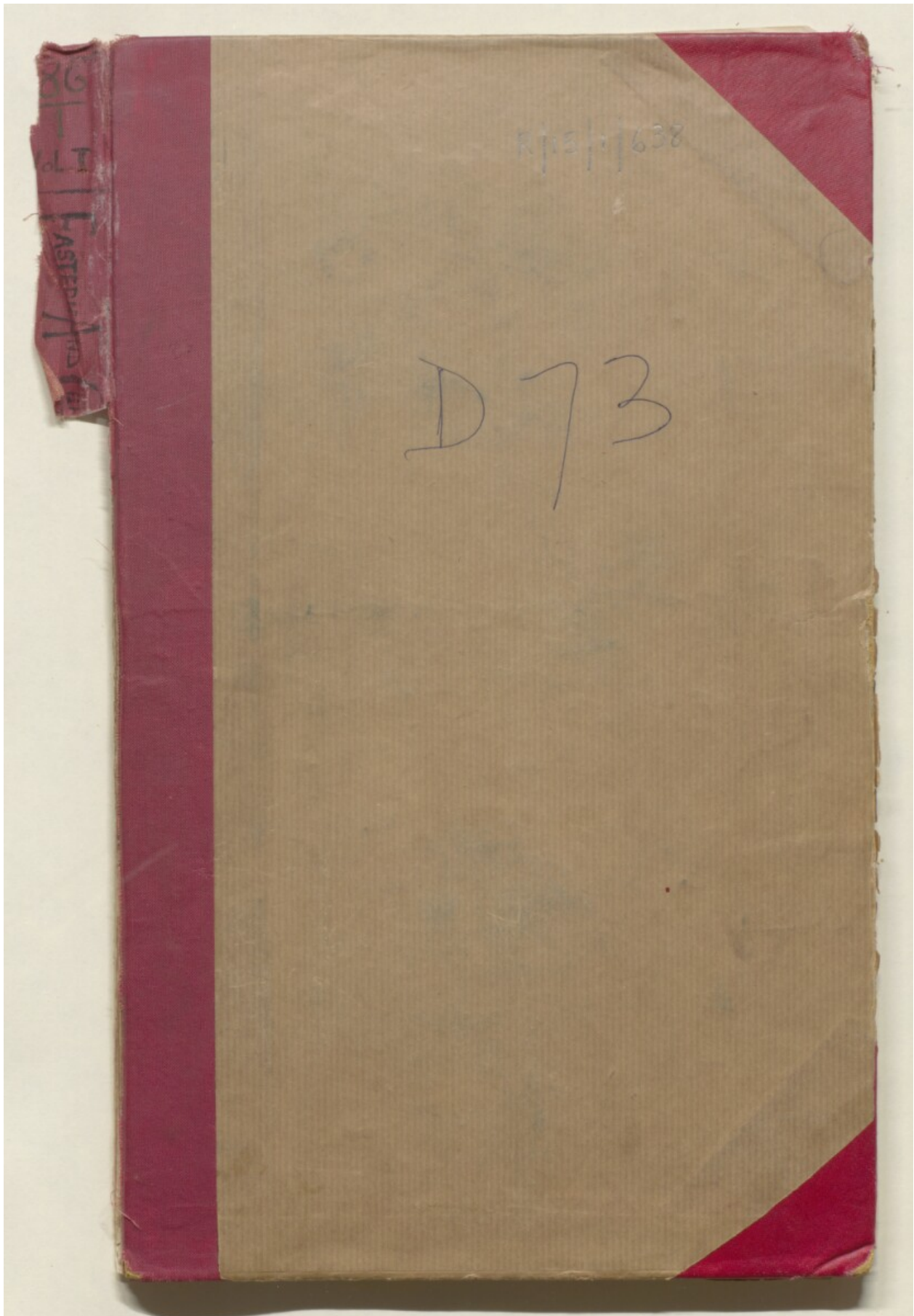
Further correspondence and documents of interest in the file include:

- Complete copies of the first and second proposed draft agreements, in English and Arabic with comments by British officials (folios 111-131 and folios 205-223). A further copy of the second draft, in English only and with annotations, is also included in the file (folios 6-24);
- Correspondence between the Political Agent; Political Resident, and the Colonial Office focusing on the importance of Kuwait's strategic position in the Gulf and the likelihood of a British Military and Naval base being required again in the country once Iraq becomes independent in 1932;
- Interest in re-acquiring leases for the areas of Shuwaikh, Ras-al-Ardh, al-Dasmah and al-Nigara in Kuwait for use by the Royal Navy and Air Force;
- Correspondence regarding drilling for water and the establishment of wells which Major

Holmes has undertaken for the Shaikh of Kuwait and British suspicions that the well sites are being used for speculative oil drilling;

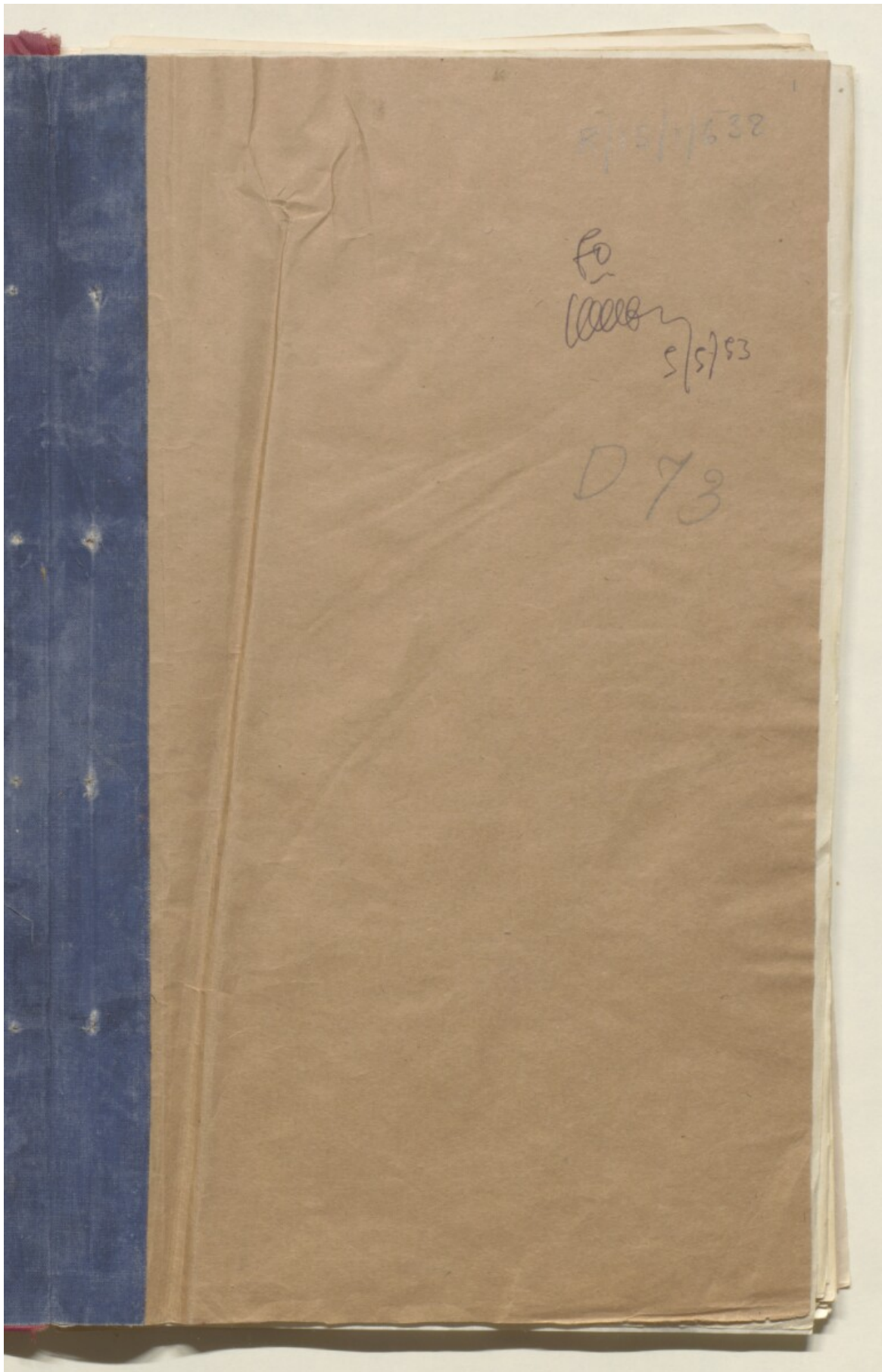
- Correspondence between the British Government and the Anglo-Persian Oil Company (A.P.O.C) regarding their possible interest in the oil concession in Kuwait.

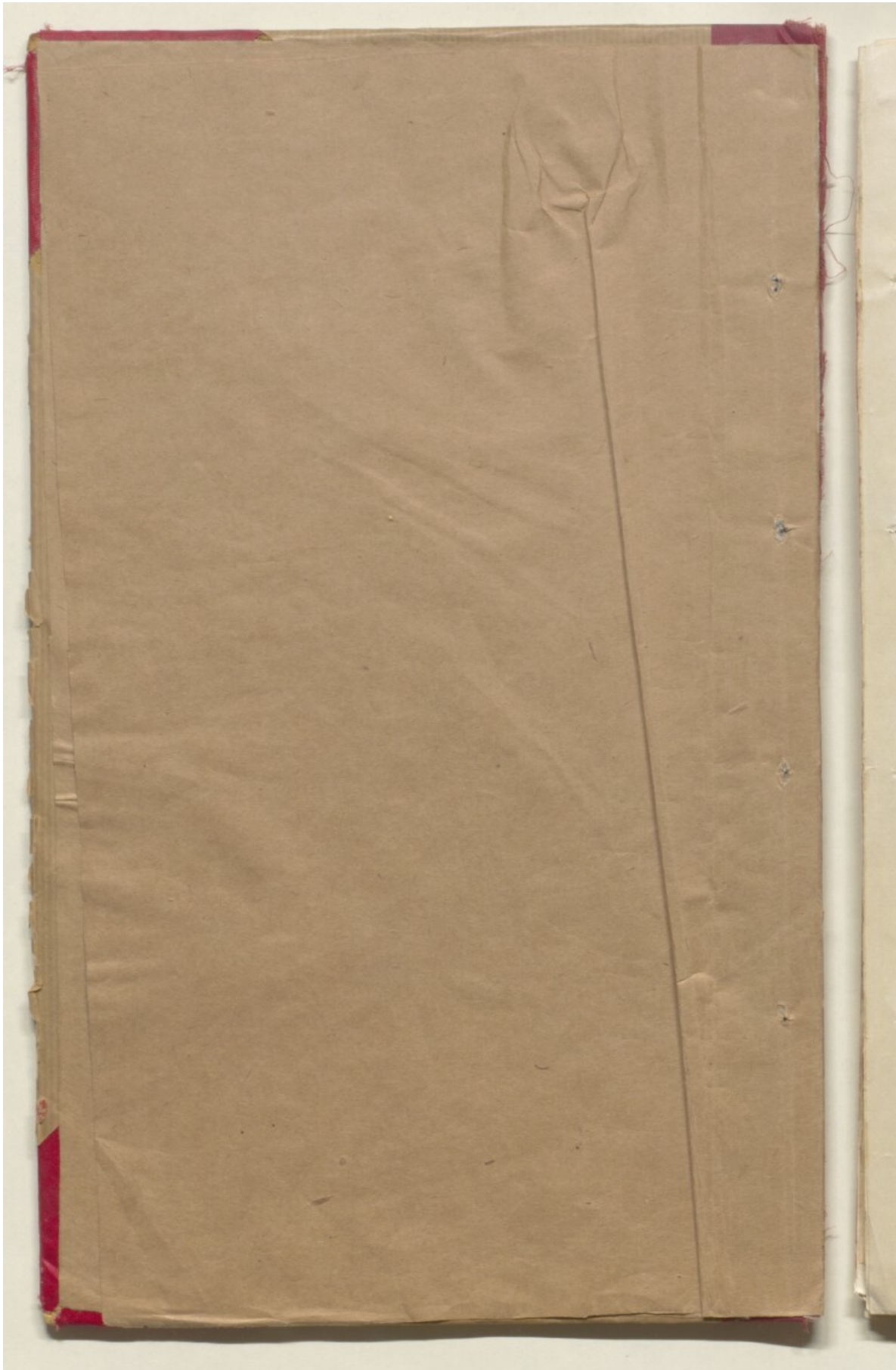




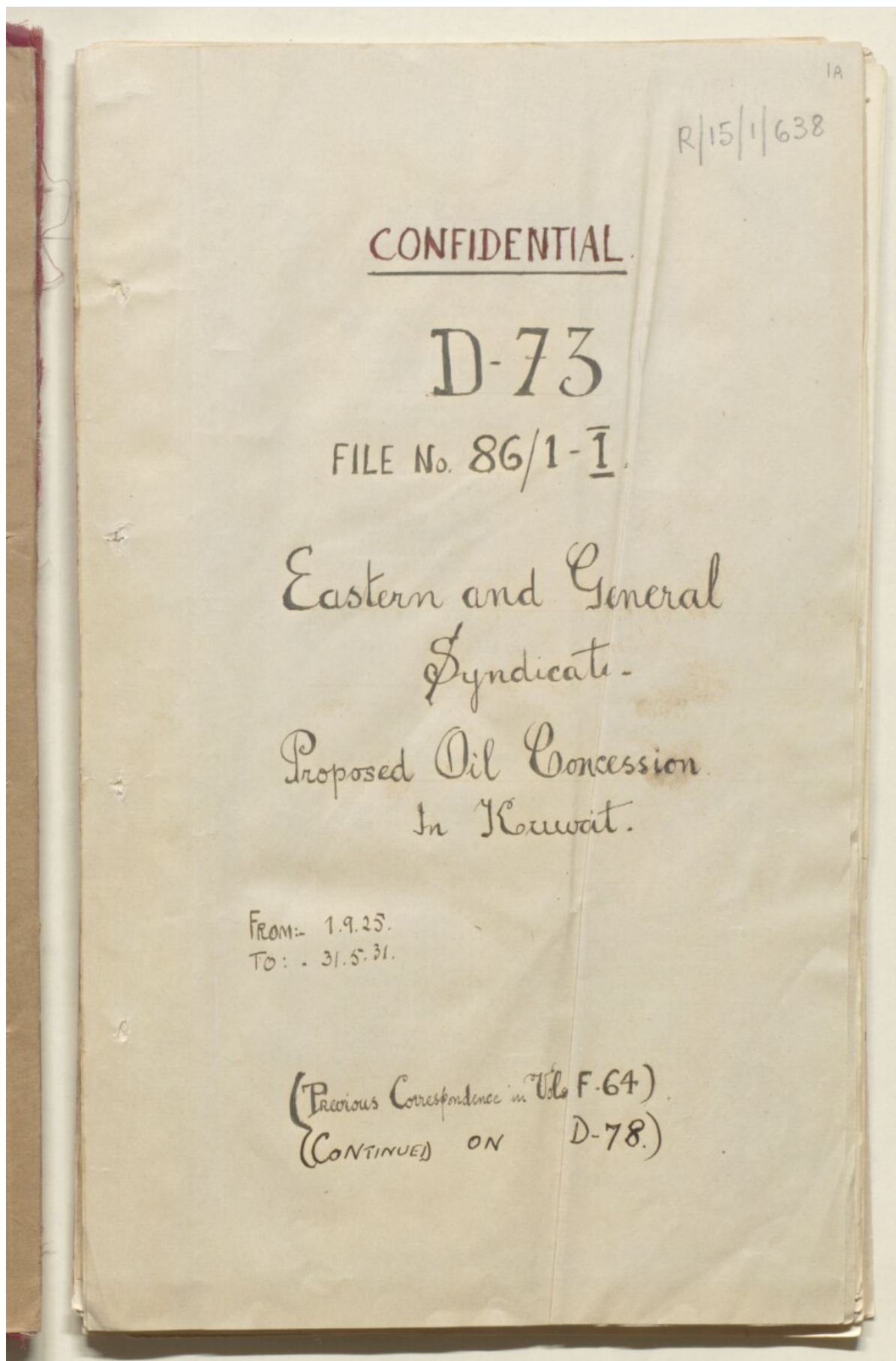


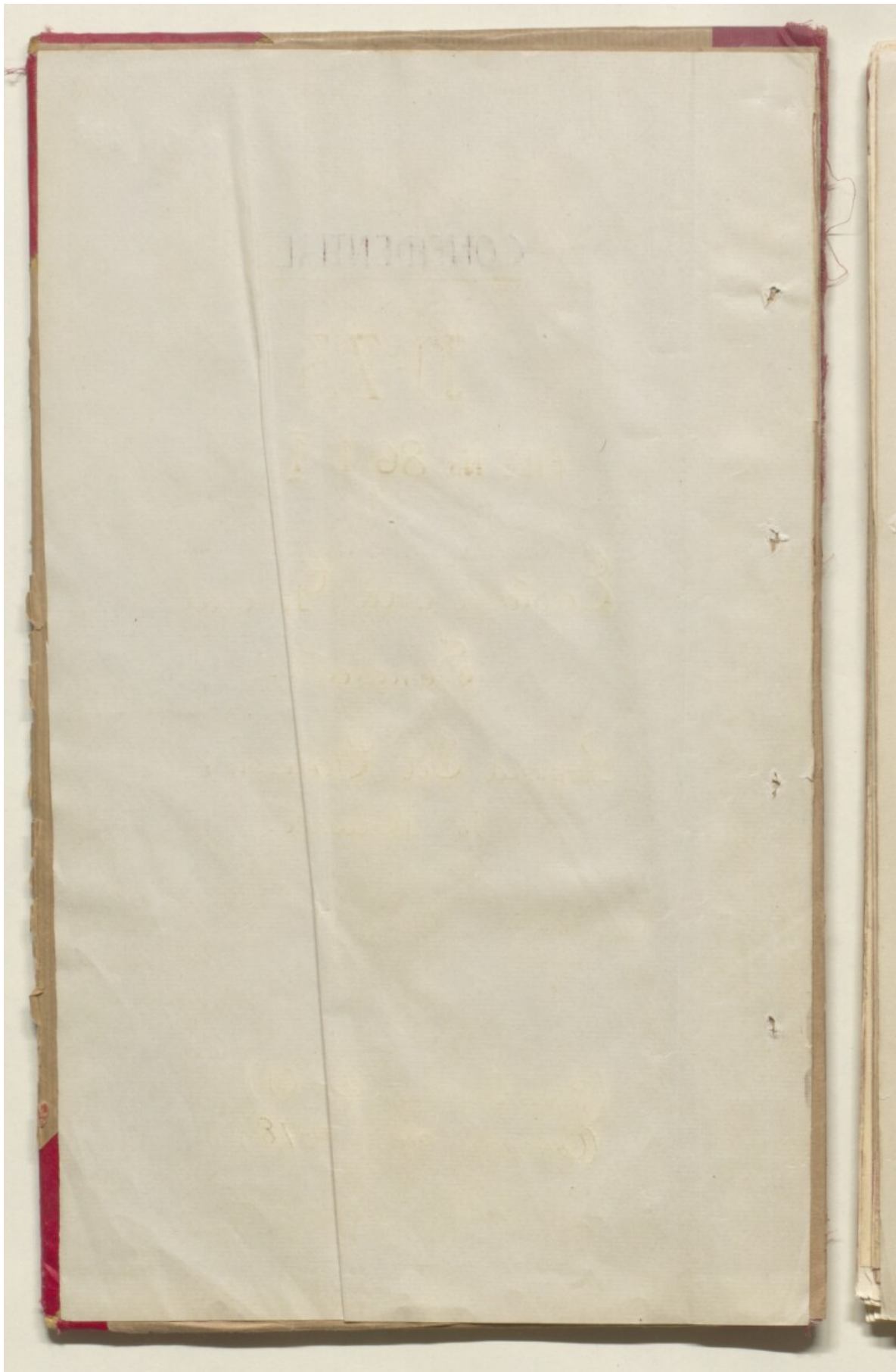














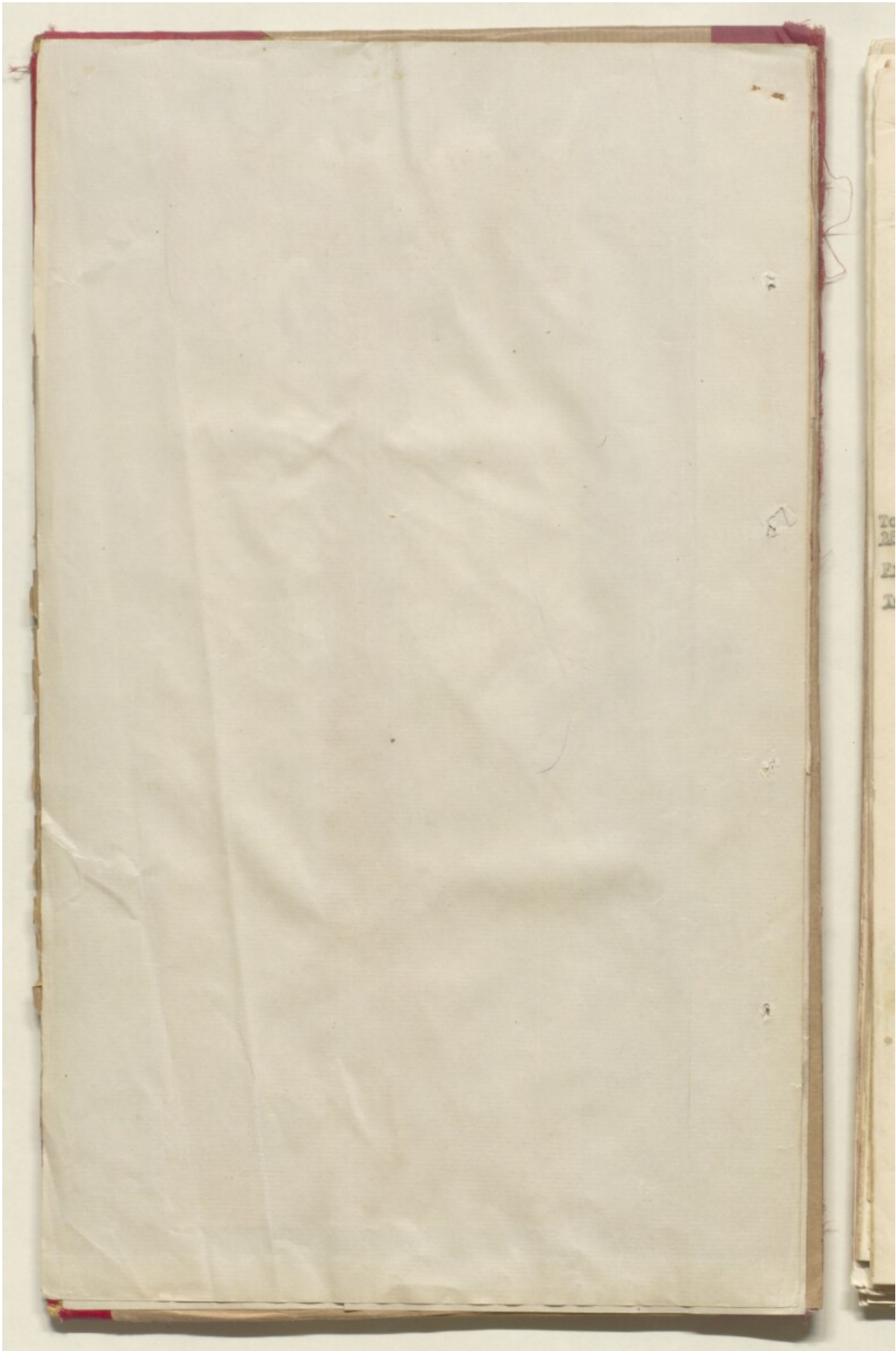
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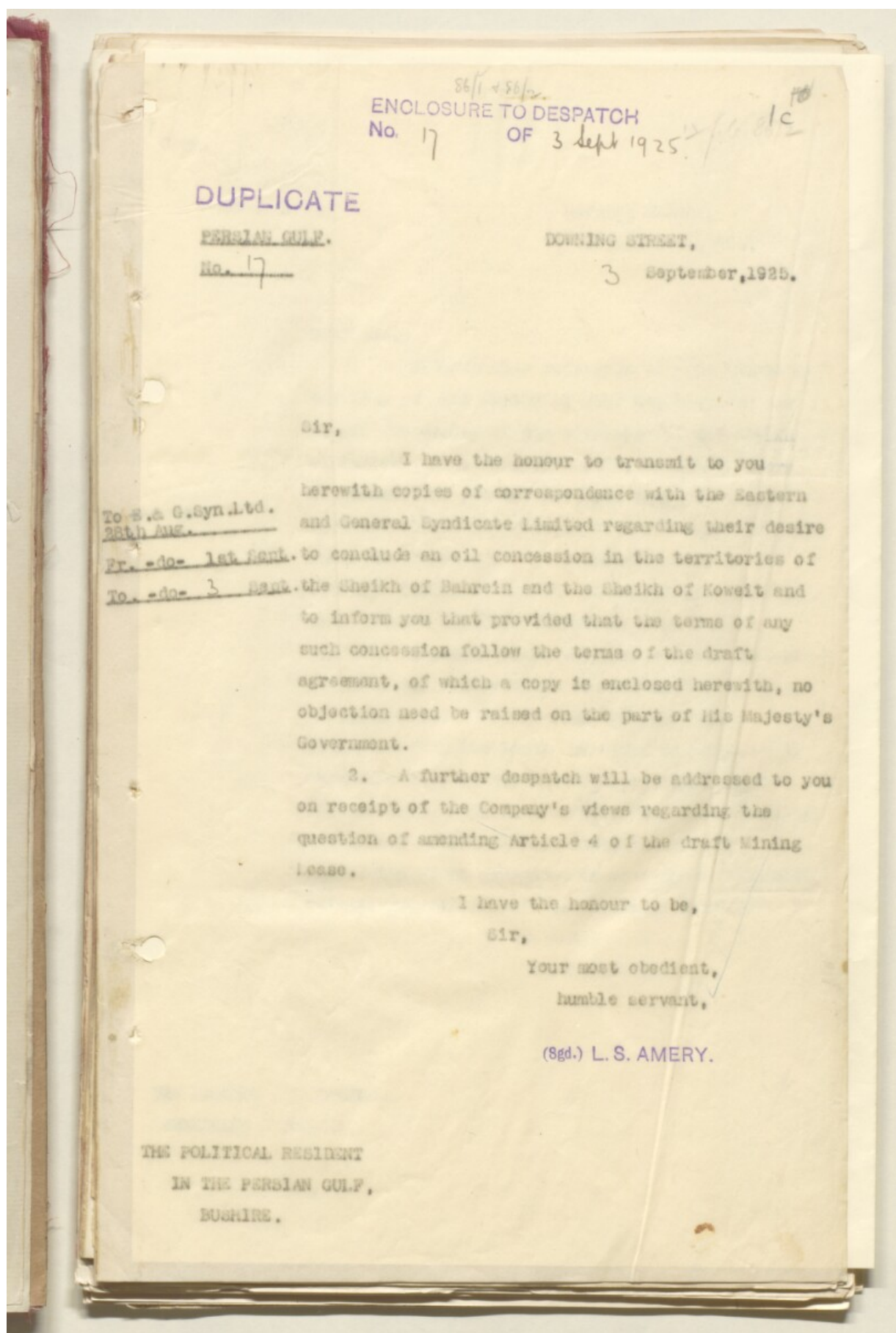
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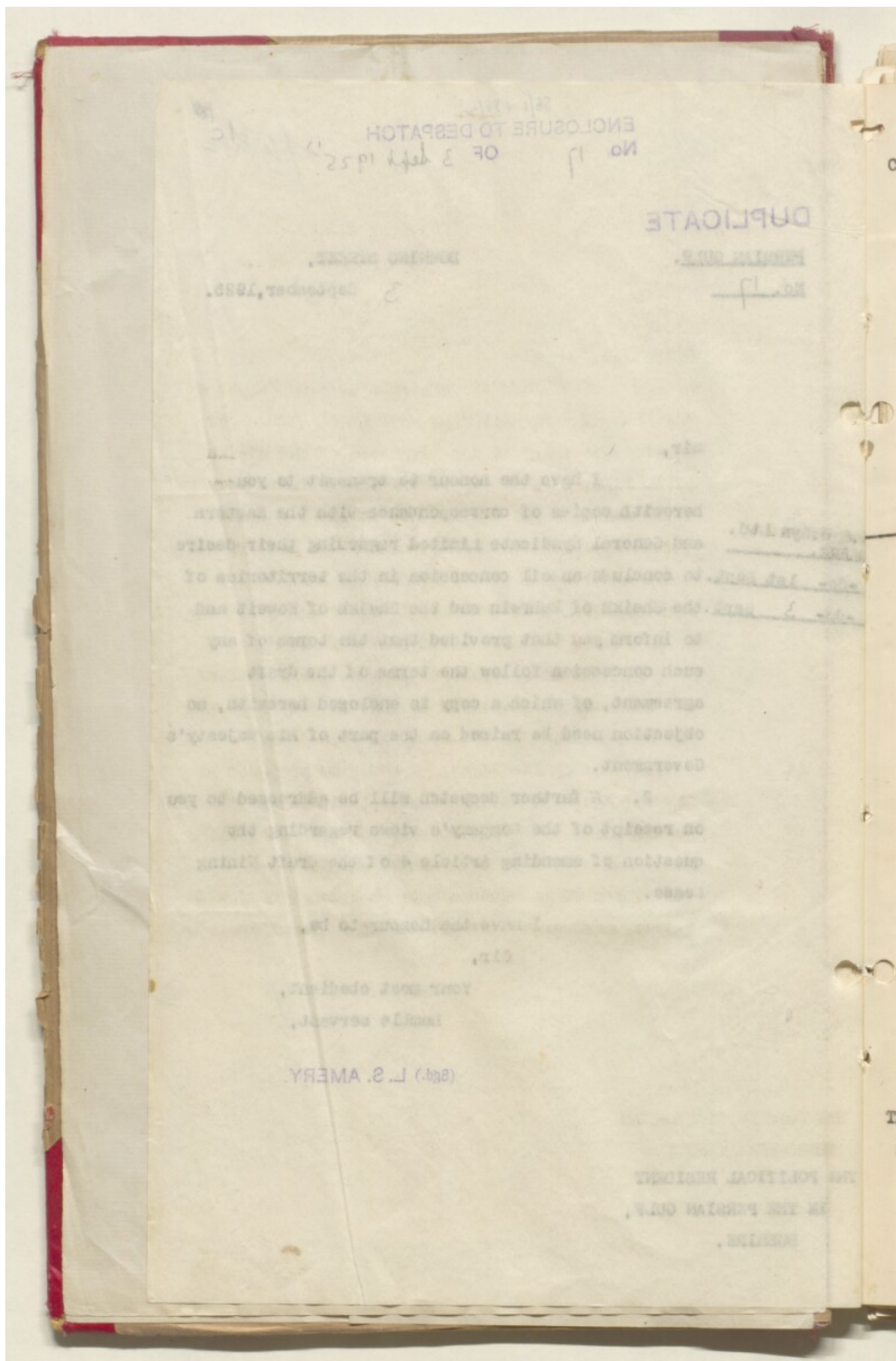
E.&G.S. allowed by H.M.G. to negotiate concession with Kuwait on lines of Bahrain concession. Holmes acts as negotiator on behalf of the syndicate, but fails to secure concession from Shaikh. He undertakes in the meanwhile to bore 3 water wells for the Shaikh at cost of Rs.1,00,000. Failure to strike water prejudices Shaikh against company's likelihood of finding oil. Holmes remains active and submits three revised drafts all of which are turned down by the Shaikh. H.M.G. asks A.P.O.C. to try their hand but they refrain from doing so as they are of opinion that oil is not likely to be discovered in commercial quantities.













Copy.

38049/1925.

Downing Street,

28th August, 1925.

Gentlemen,

With further reference to your letter of the 18th of June regarding your negotiations for an oil concession in the territory of the Sheikh of Bahrein, I am directed by Mr. Secretary Amery to transmit to you the enclosed copy of a draft agreement which embodies generally the provisional decisions reached at the Conference held at the Colonial Office on the 7th of August and attended by Mr. Janson and Major Holmes on your behalf.

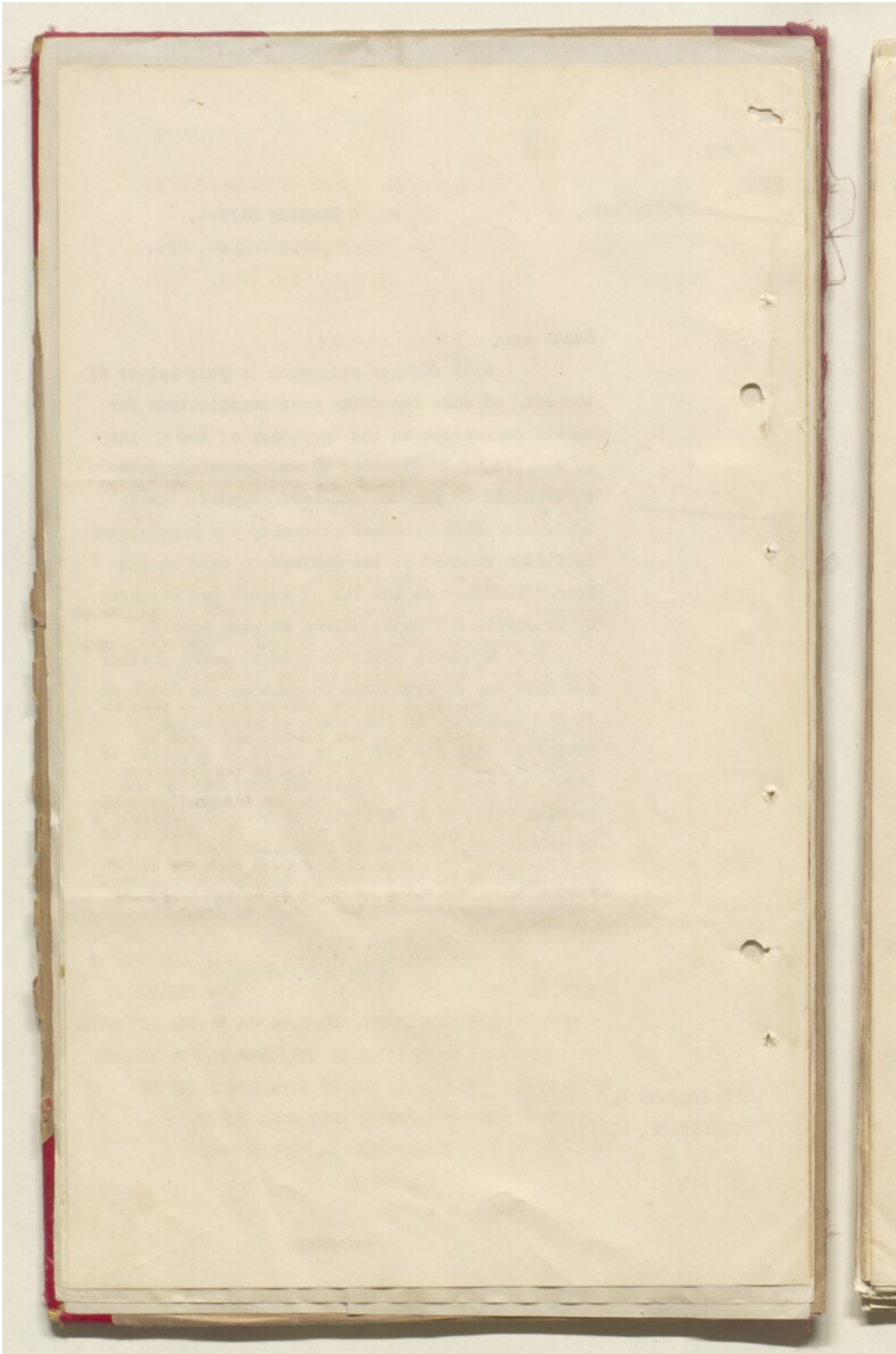
2. Mr. Amery would be glad to learn whether you have any observations to make on the draft as it now stands. In the event of your being satisfied with its terms, he would be prepared to forward a copy to the Political Resident on the Persian Gulf, with instructions that His Majesty's Government would raise no objection to the conclusion of an agreement in accordance therewith between yourselves and the Sheikh of Bahrein.

I am, etc.,

(Sd) R.V. Vernon.

THE EASTERN AND GENERAL  
SYNDICATE, LIMITED.







COPY.

EASTERN AND GENERAL SYNDICATE LIMITED,

19, St. Swithin's Lane,

London E.C.4.

1st September, 1925.

To The Under Secretary of State,  
Colonial Office,  
S.W.1.

Ref.38049/1925.

Sir,

I beg to acknowledge receipt of your letter dated 28th August (Ref.38049/1925) for which I thank you.

Our Engineer has gone through the draft Agreement as sent by you and finds it to be in accordance with the provisional decisions reached at the conference held at the Colonial Office on the 7th August.

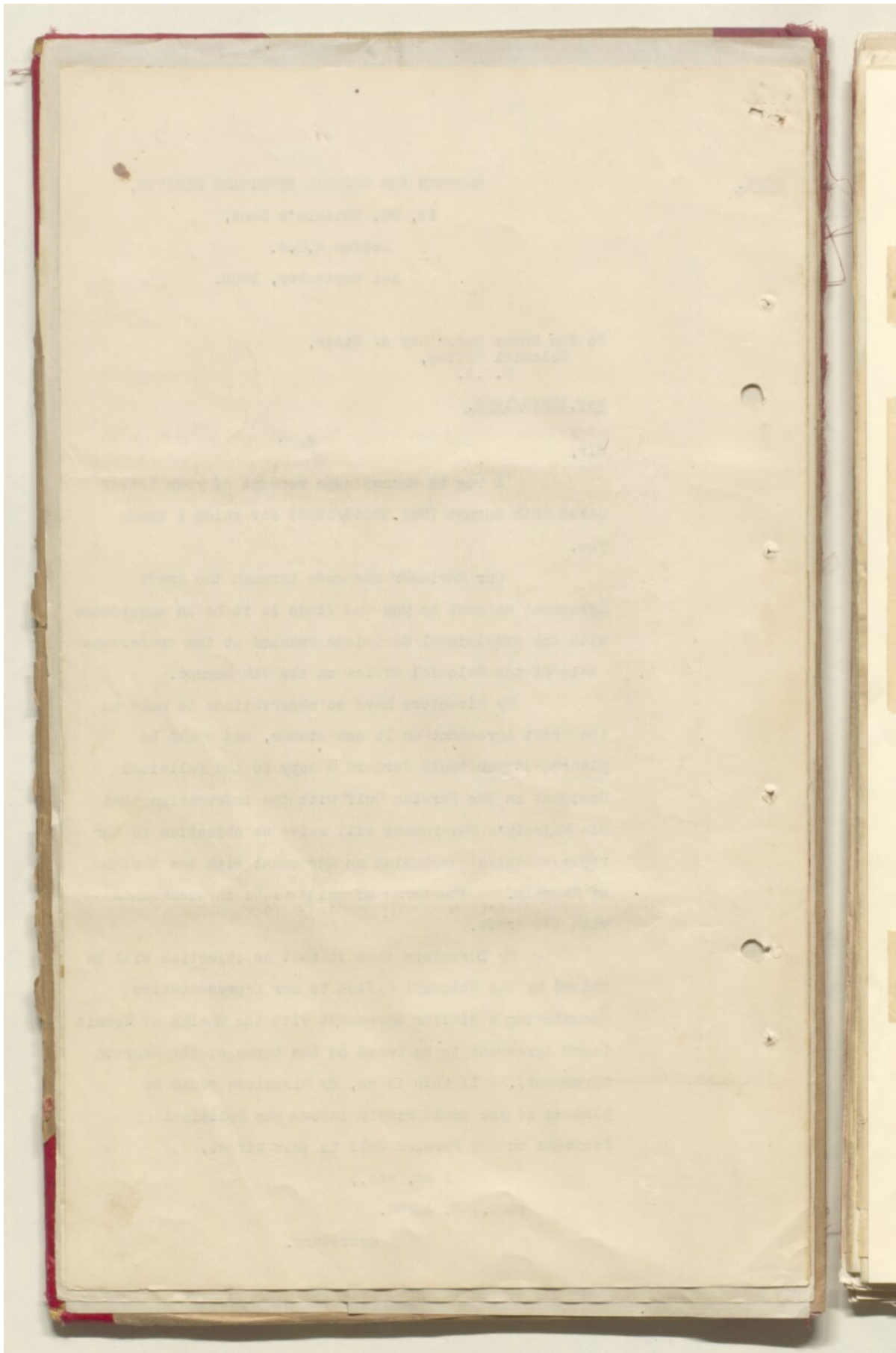
My Directors have no observations to make on the draft Agreement as it now stands, and would be pleased if you would forward a copy to the Political Resident on the Persian Gulf with the information that His Majesty's Government will raise no objection to our representative concluding an Agreement with the Sheikh of Bahrein. The terms of which to be in accordance with the draft.

My Directors take it that no objection will be raised by the Colonial Office to our representative concluding a similar agreement with the Sheikh of Koweit (such Agreement to be based on the terms of the Bahrein Agreement). If this is so, my Directors would be pleased if you would kindly inform the Political Resident on the Persian Gulf to this effect.

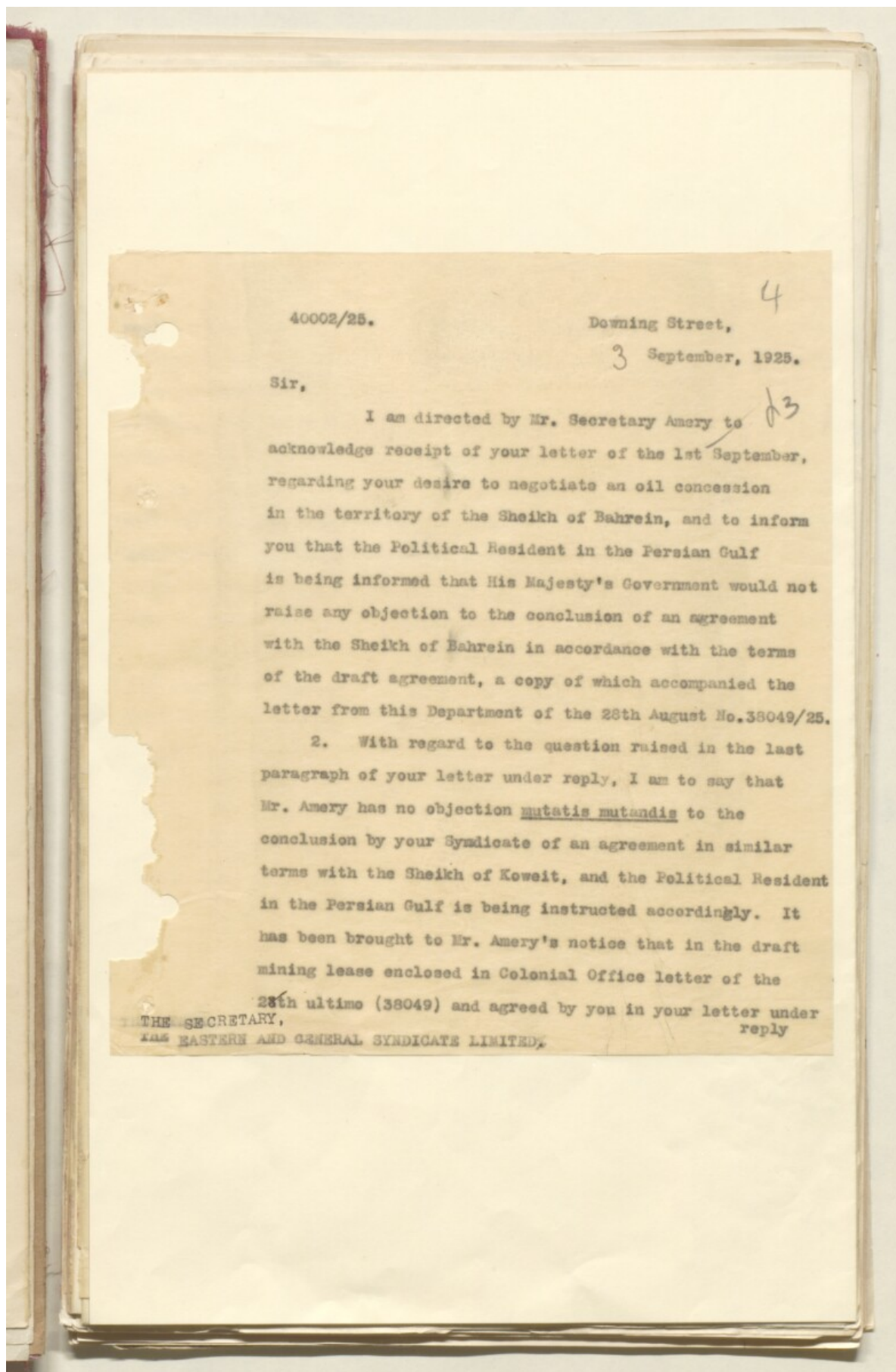
I am, etc.,

(SGD.) H. ADAMS.

Secretary.







40002/25.

Downing Street,

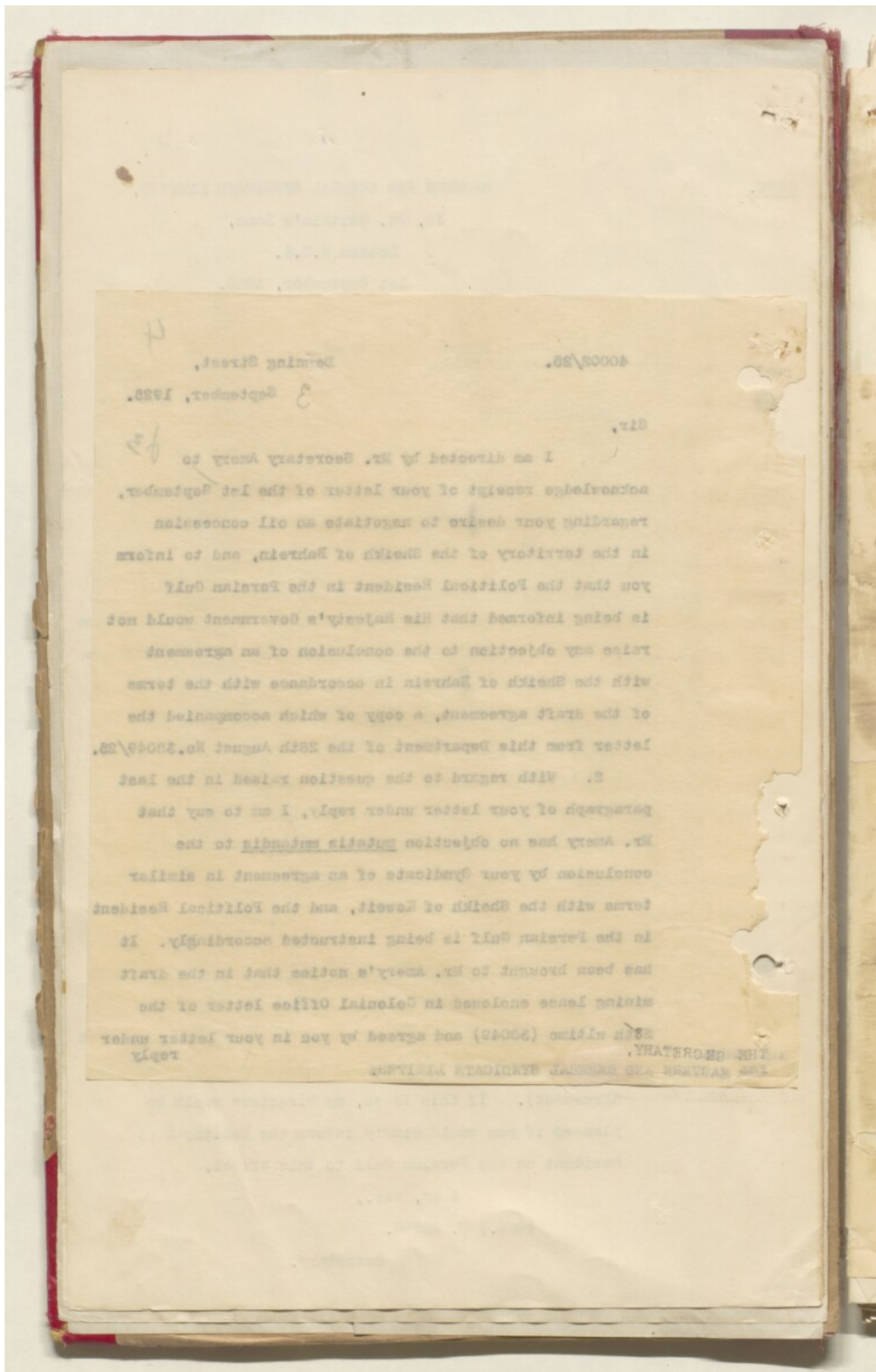
3 September, 1925.

Sir,

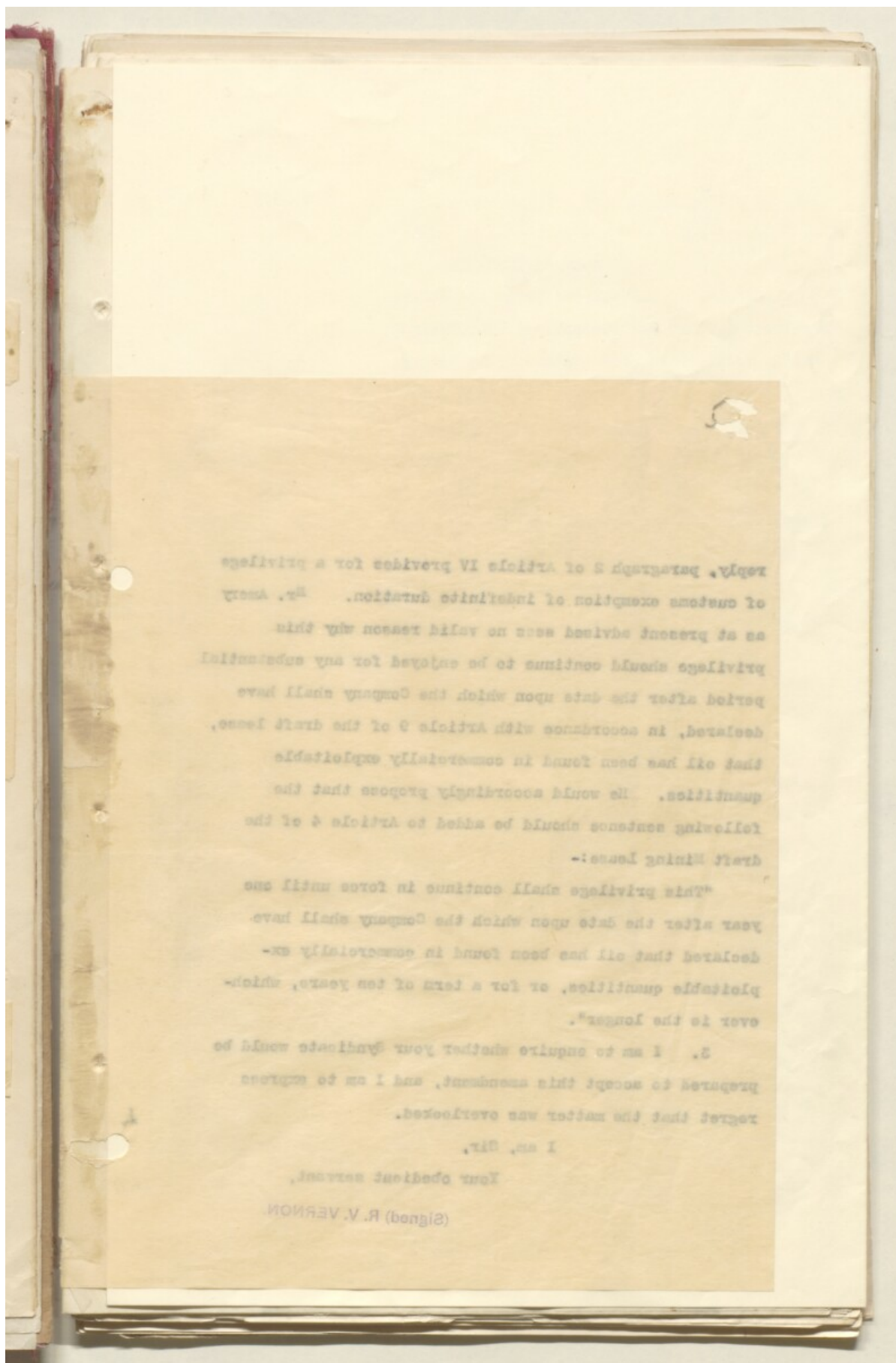
I am directed by Mr. Secretary Amery to acknowledge receipt of your letter of the 1st September, regarding your desire to negotiate an oil concession in the territory of the Sheikh of Bahrain, and to inform you that the Political Resident in the Persian Gulf is being informed that His Majesty's Government would not raise any objection to the conclusion of an agreement with the Sheikh of Bahrain in accordance with the terms of the draft agreement, a copy of which accompanied the letter from this Department of the 28th August No. 38049/25.

2. With regard to the question raised in the last paragraph of your letter under reply, I am to say that Mr. Amery has no objection mutatis mutandis to the conclusion by your Syndicate of an agreement in similar terms with the Sheikh of Kuwait, and the Political Resident in the Persian Gulf is being instructed accordingly. It has been brought to Mr. Amery's notice that in the draft mining lease enclosed in Colonial Office letter of the 28th ultimo (38049) and agreed by you in your letter under reply

THE SECRETARY,  
EASTERN AND GENERAL SYNDICATE LIMITED.









reply, paragraph 2 of Article IV provides for a privilege of customs exemption of indefinite duration. Mr. Amery as at present advised sees no valid reason why this privilege should continue to be enjoyed for any substantial period after the date upon which the Company shall have declared, in accordance with Article 9 of the draft lease, that oil has been found in commercially exploitable quantities. He would accordingly propose that the following sentence should be added to Article 4 of the draft Mining Lease:-

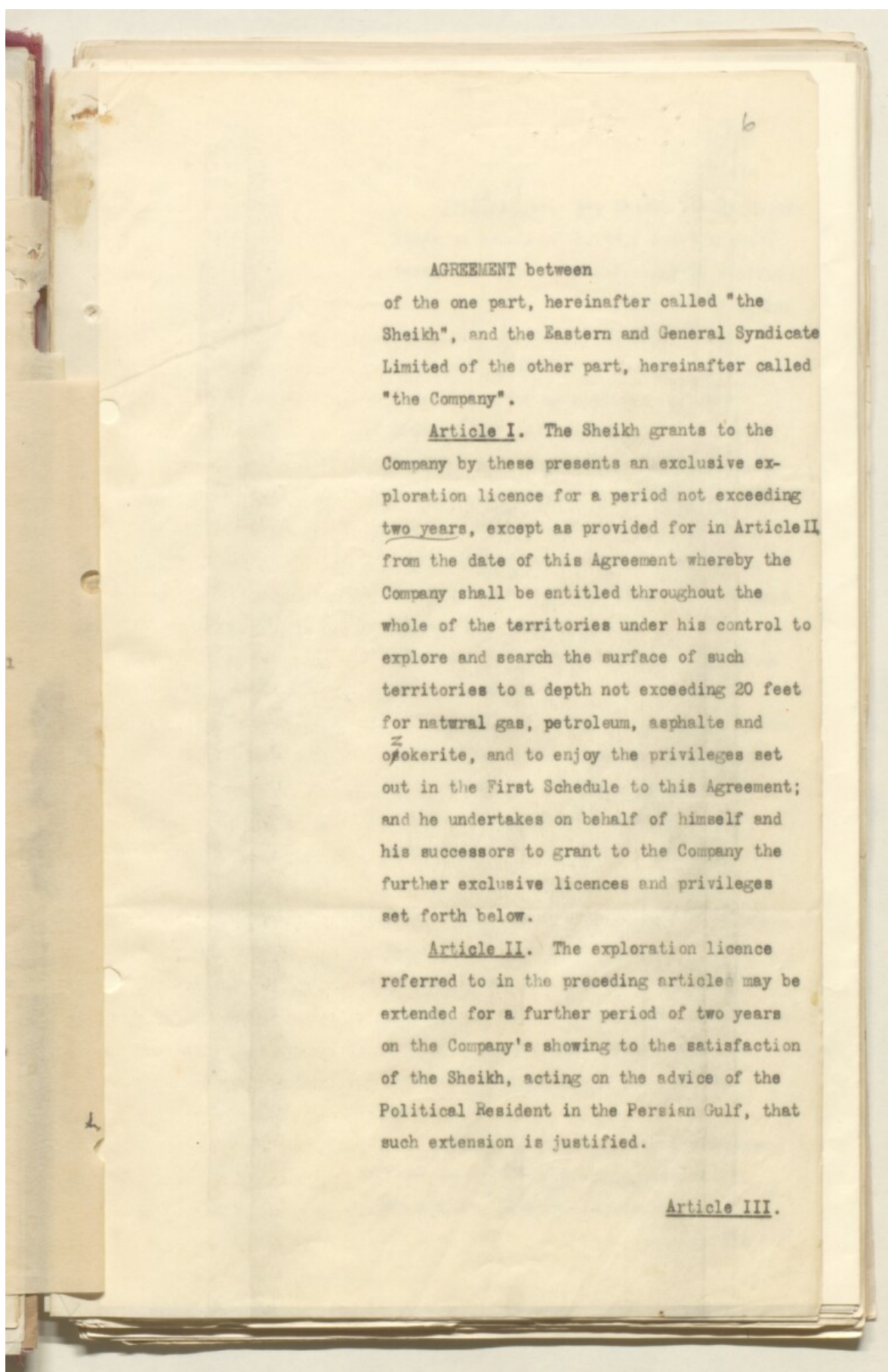
"This privilege shall continue in force until one year after the date upon which the Company shall have declared that oil has been found in commercially exploitable quantities, or for a term of ten years, whichever is the longer".

3. I am to enquire whether your Syndicate would be prepared to accept this amendment, and I am to express regret that the matter was overlooked.

I am, Sir,

Your obedient servant,

(Signed) R. V. VERNON.



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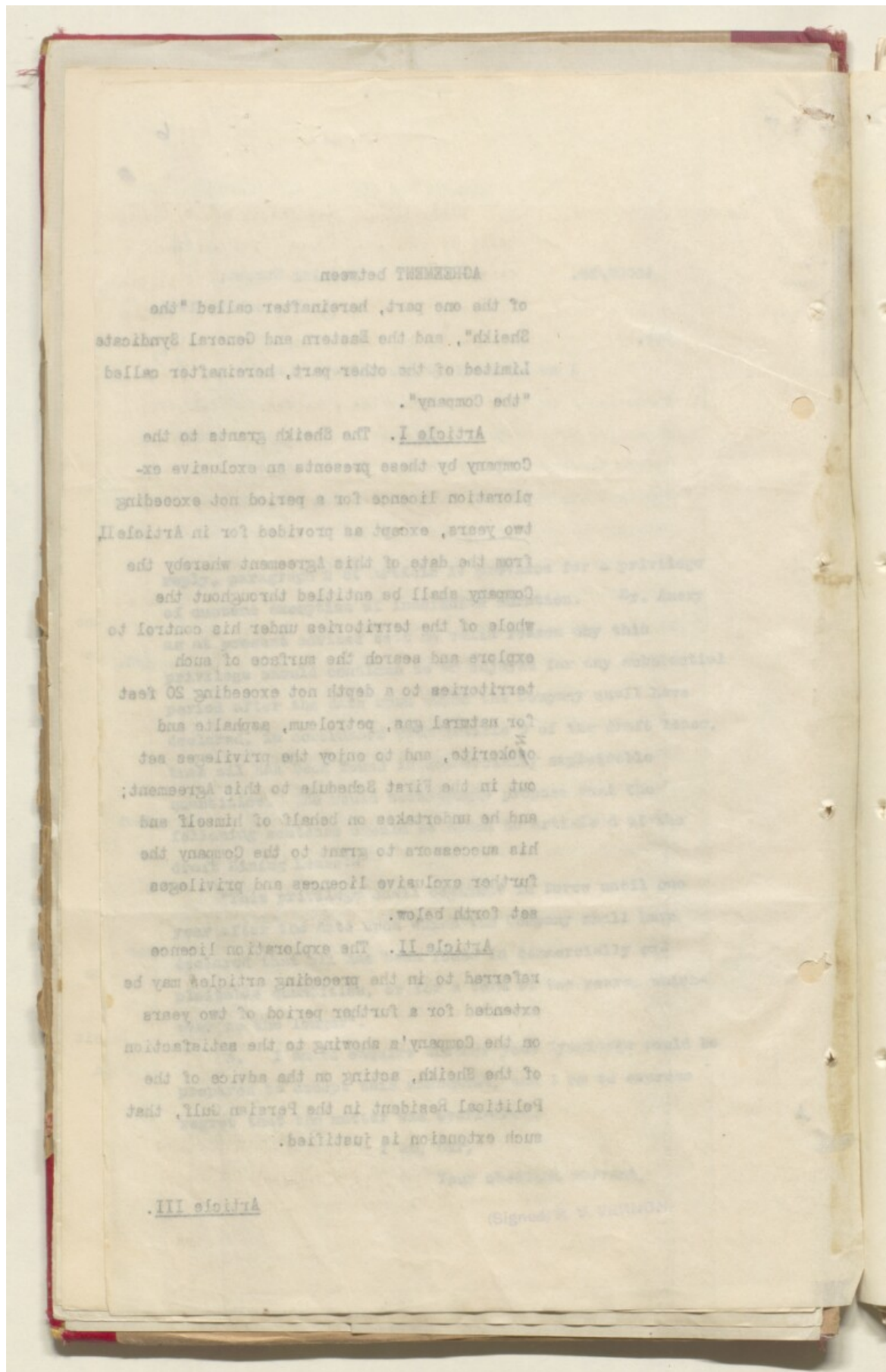
AGREEMENT between  
of the one part, hereinafter called "the  
Sheikh", and the Eastern and General Syndicate  
Limited of the other part, hereinafter called  
"the Company".

Article I. The Sheikh grants to the  
Company by these presents an exclusive ex-  
ploration licence for a period not exceeding  
two years, except as provided for in Article II,  
from the date of this Agreement whereby the  
Company shall be entitled throughout the  
whole of the territories under his control to  
explore and search the surface of such  
territories to a depth not exceeding 20 feet  
for natural gas, petroleum, asphalt and  
o<sup>z</sup>okerite, and to enjoy the privileges set  
out in the First Schedule to this Agreement;  
and he undertakes on behalf of himself and  
his successors to grant to the Company the  
further exclusive licences and privileges  
set forth below.

Article II. The exploration licence  
referred to in the preceding articles may be  
extended for a further period of two years  
on the Company's showing to the satisfaction  
of the Sheikh, acting on the advice of the  
Political Resident in the Persian Gulf, that  
such extension is justified.

Article III.







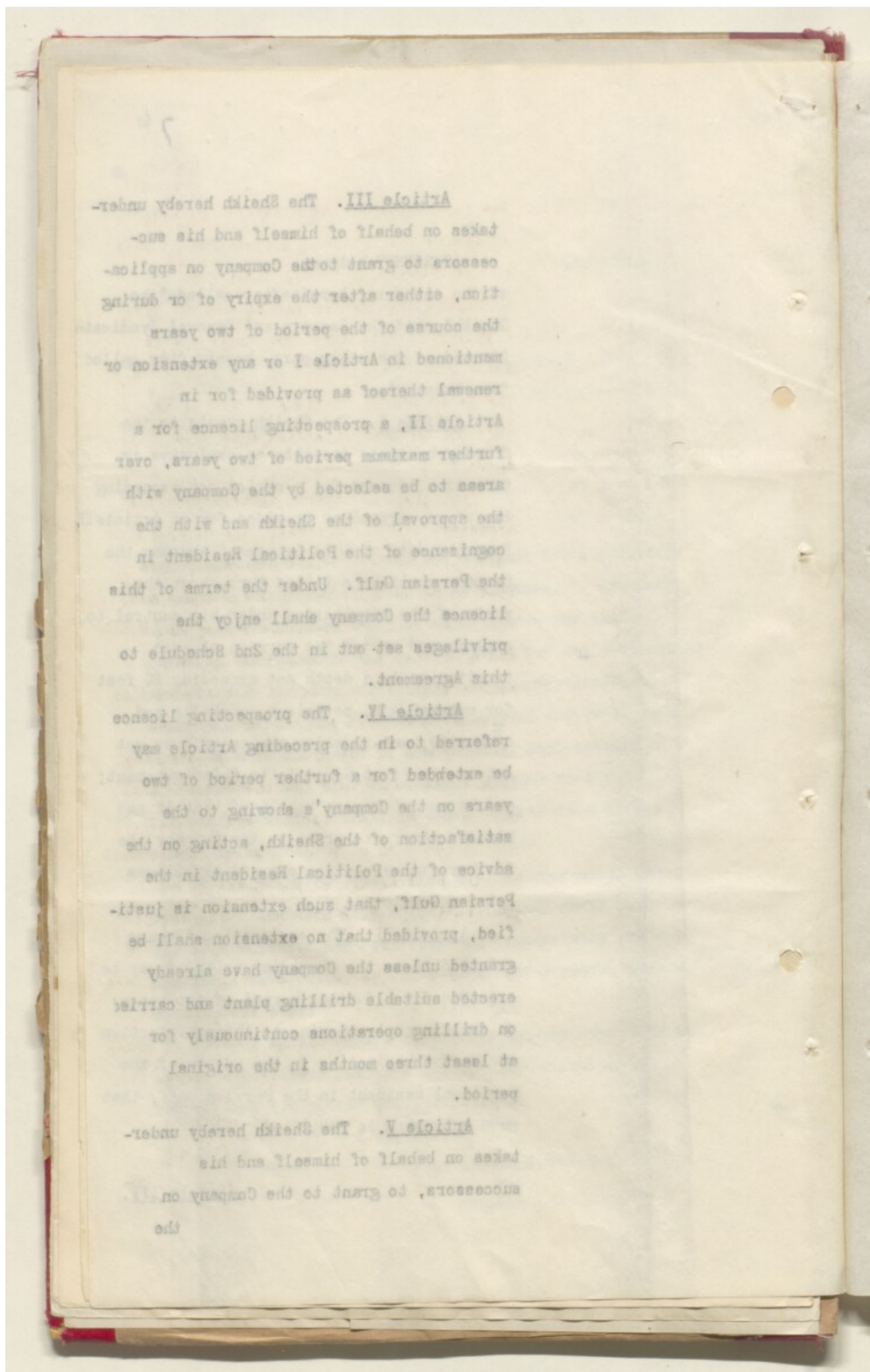
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Article III. The Sheikh hereby undertakes on behalf of himself and his successors to grant to the Company on application, either after the expiry of or during the course of the period of two years mentioned in Article I or any extension or renewal thereof as provided for in Article II, a prospecting licence for a further maximum period of two years, over areas to be selected by the Company with the approval of the Sheikh and with the cognizance of the Political Resident in the Persian Gulf. Under the terms of this licence the Company shall enjoy the privileges set out in the 2nd Schedule to this Agreement.

Article IV. The prospecting licence referred to in the preceding Article may be extended for a further period of two years on the Company's showing to the satisfaction of the Sheikh, acting on the advice of the Political Resident in the Persian Gulf, that such extension is justified, provided that no extension shall be granted unless the Company have already erected suitable drilling plant and carried on drilling operations continuously for at least three months in the original period.

Article V. The Sheikh hereby undertakes on behalf of himself and his successors, to grant to the Company on  
the







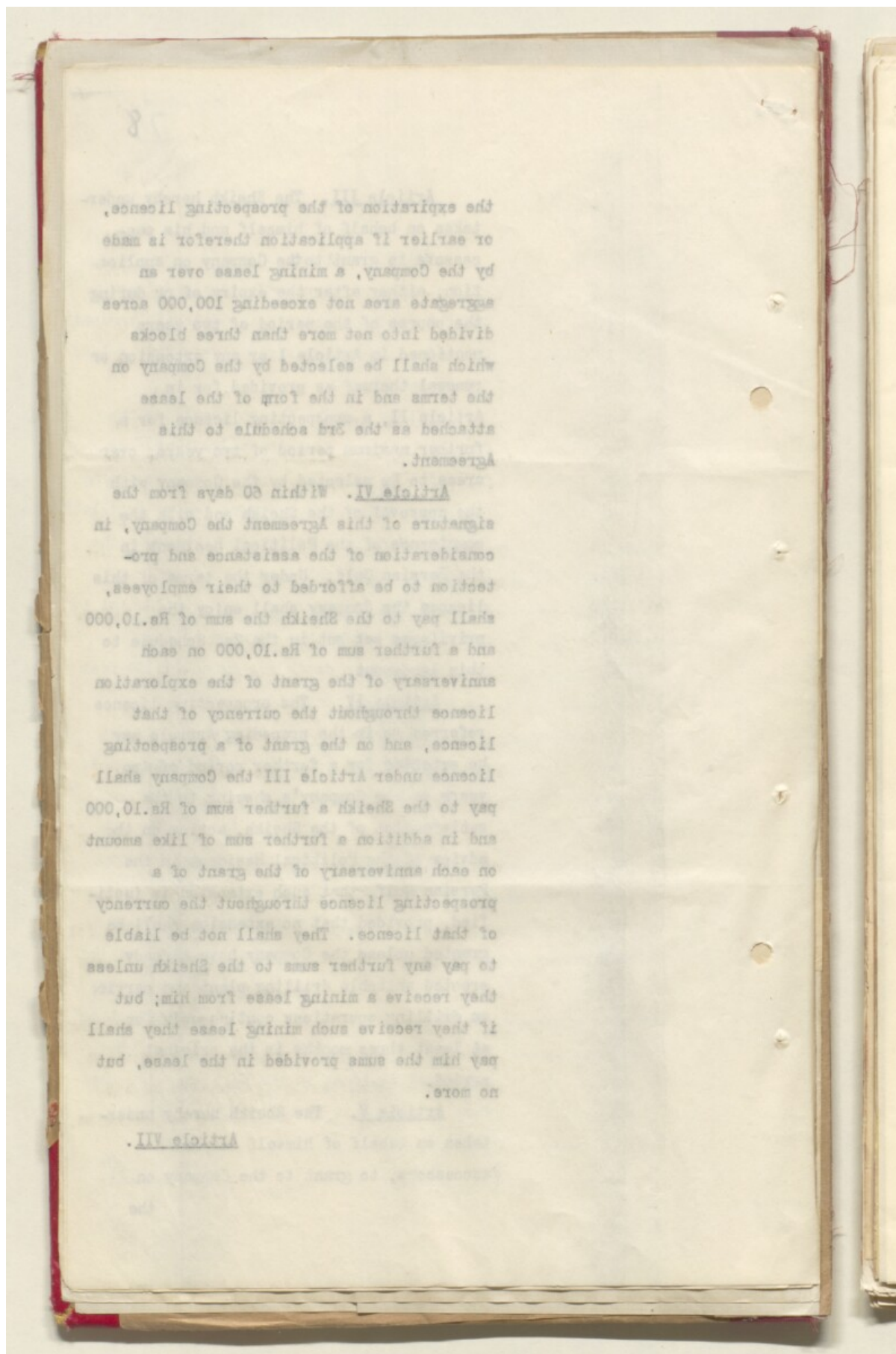
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the expiration of the prospecting licence, or earlier if application therefor is made by the Company, a mining lease over an aggregate area not exceeding 100,000 acres divided into not more than three blocks which shall be selected by the Company on the terms and in the form of the lease attached as the 3rd schedule to this Agreement.

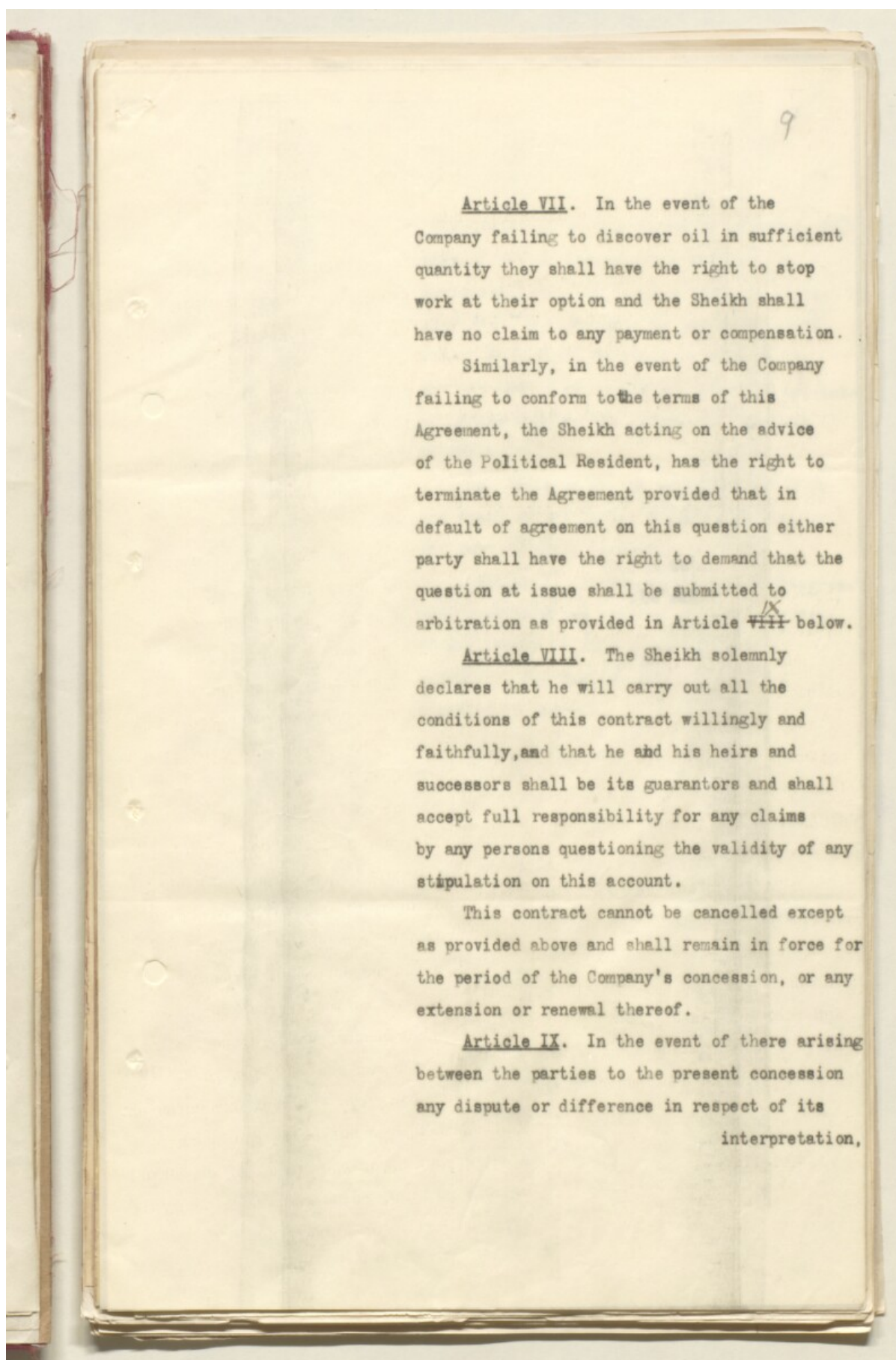
Article VI. Within 60 days from the signature of this Agreement the Company, in consideration of the assistance and protection to be afforded to their employees, shall pay to the Sheikh the sum of Rs.10,000 and a further sum of Rs.10,000 on each anniversary of the grant of the exploration licence throughout the currency of that licence, and on the grant of a prospecting licence under Article III the Company shall pay to the Sheikh a further sum of Rs.10,000 and in addition a further sum of like amount on each anniversary of the grant of a prospecting licence throughout the currency of that licence. They shall not be liable to pay any further sums to the Sheikh unless they receive a mining lease from him; but if they receive such mining lease they shall pay him the sums provided in the lease, but no more.

Article VII.









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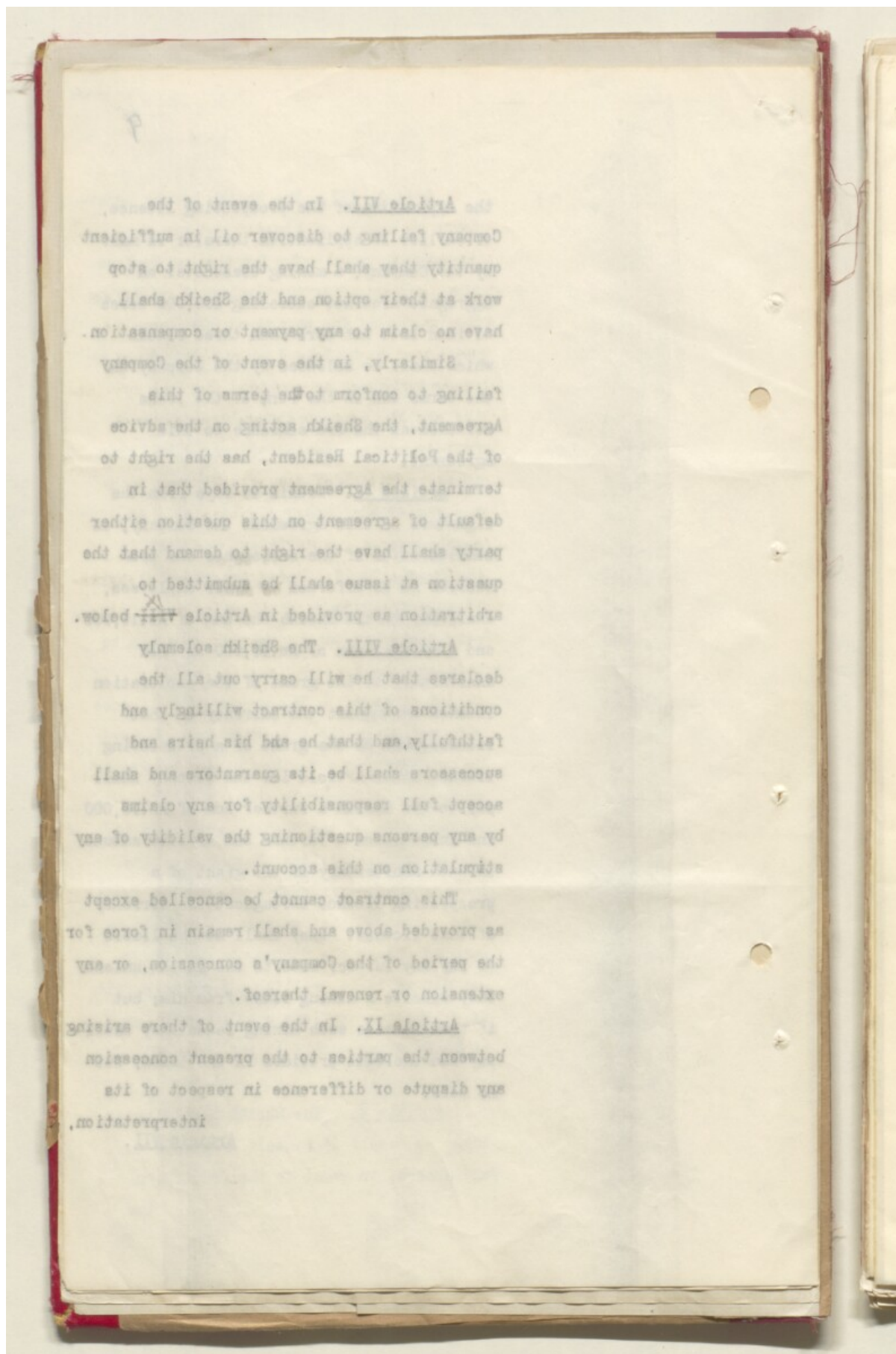
Article VII. In the event of the Company failing to discover oil in sufficient quantity they shall have the right to stop work at their option and the Sheikh shall have no claim to any payment or compensation.

Similarly, in the event of the Company failing to conform to the terms of this Agreement, the Sheikh acting on the advice of the Political Resident, has the right to terminate the Agreement provided that in default of agreement on this question either party shall have the right to demand that the question at issue shall be submitted to arbitration as provided in Article ~~VIII~~<sup>IX</sup> below.

Article VIII. The Sheikh solemnly declares that he will carry out all the conditions of this contract willingly and faithfully, and that he and his heirs and successors shall be its guarantors and shall accept full responsibility for any claims by any persons questioning the validity of any stipulation on this account.

This contract cannot be cancelled except as provided above and shall remain in force for the period of the Company's concession, or any extension or renewal thereof.

Article IX. In the event of there arising between the parties to the present concession any dispute or difference in respect of its interpretation,



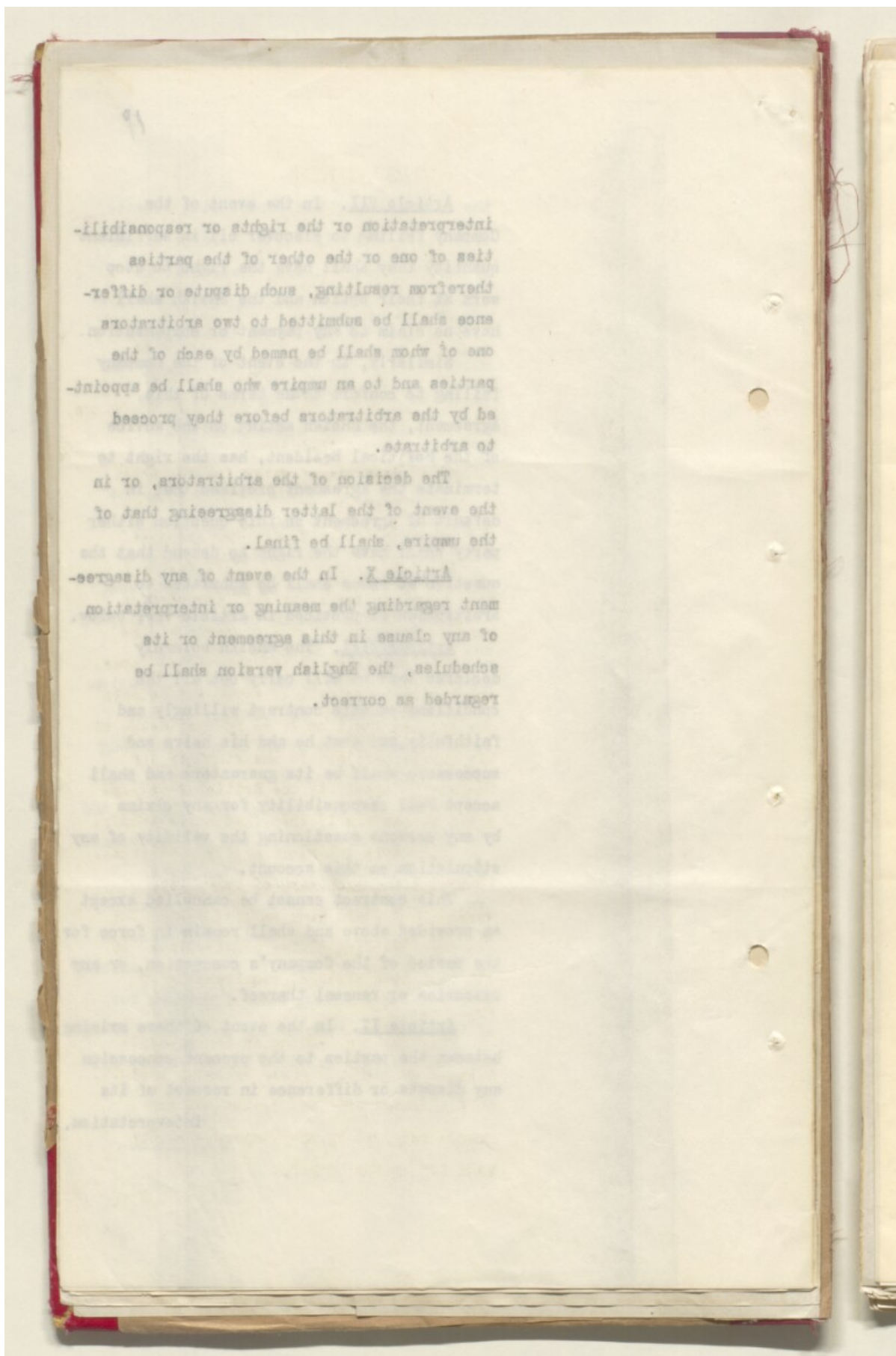


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interpretation or the rights or responsibilities of one or the other of the parties therefrom resulting, such dispute or difference shall be submitted to two arbitrators one of whom shall be named by each of the parties and to an umpire who shall be appointed by the arbitrators before they proceed to arbitrate.

The decision of the arbitrators, or in the event of the latter disagreeing that of the umpire, shall be final.

Article X. In the event of any disagreement regarding the meaning or interpretation of any clause in this agreement or its schedules, the English version shall be regarded as correct.







//  
FIRST SCHEDULE.

Privileges to be enjoyed by the Company under the Exploration license.

I. Free access for their agents and servants necessarily employed by the latter to all parts of the territory under the control of the Sheikh whether private or public property, saving only sacred buildings, shrines, and grave-yards.

II. Free use of water for the same.

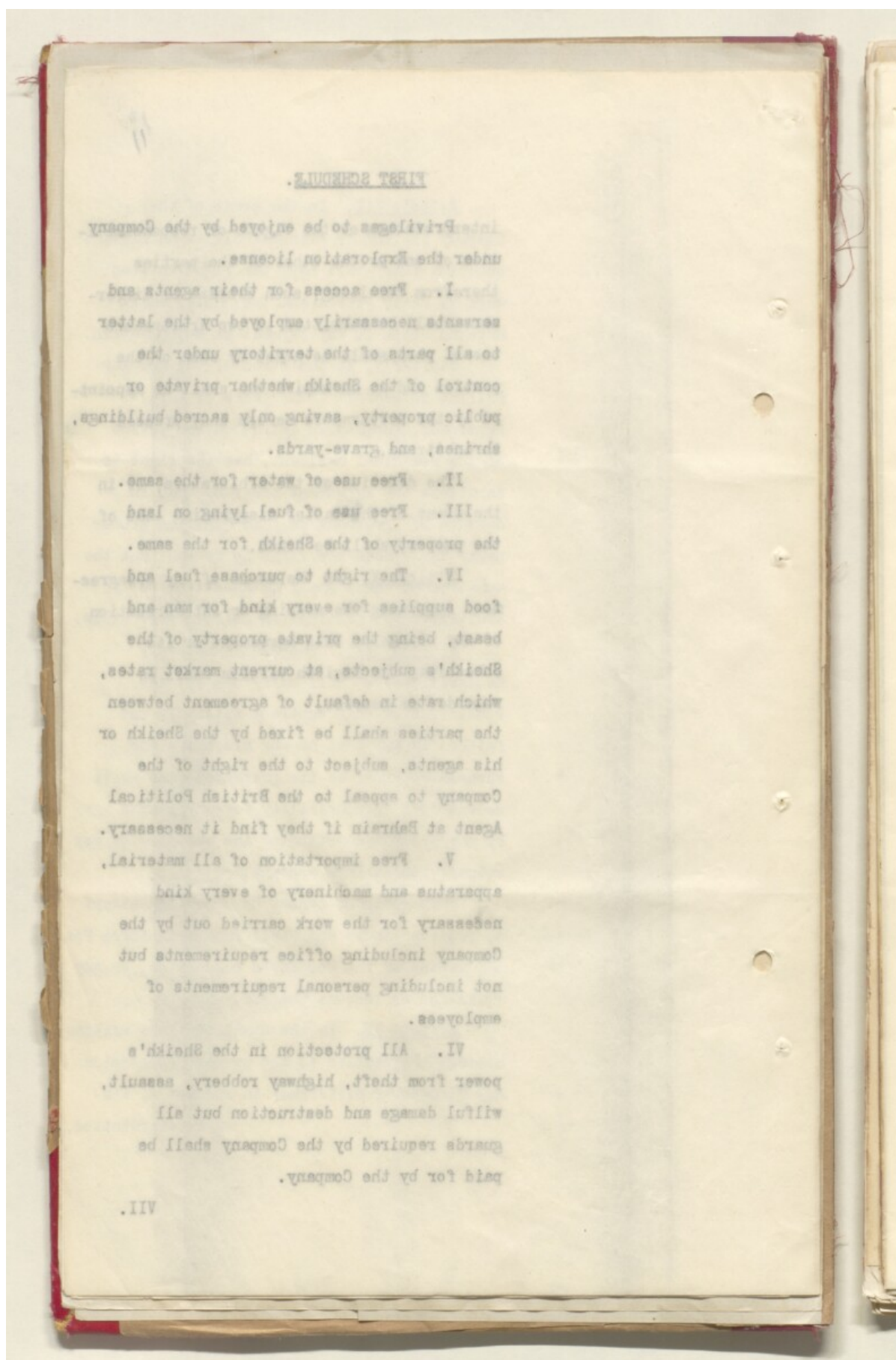
III. Free use of fuel lying on land the property of the Sheikh for the same.

IV. The right to purchase fuel and food supplies for every kind for man and beast, being the private property of the Sheikh's subjects, at current market rates, which rate in default of agreement between the parties shall be fixed by the Sheikh or his agents, subject to the right of the Company to appeal to the British Political Agent at Bahrain if they find it necessary.

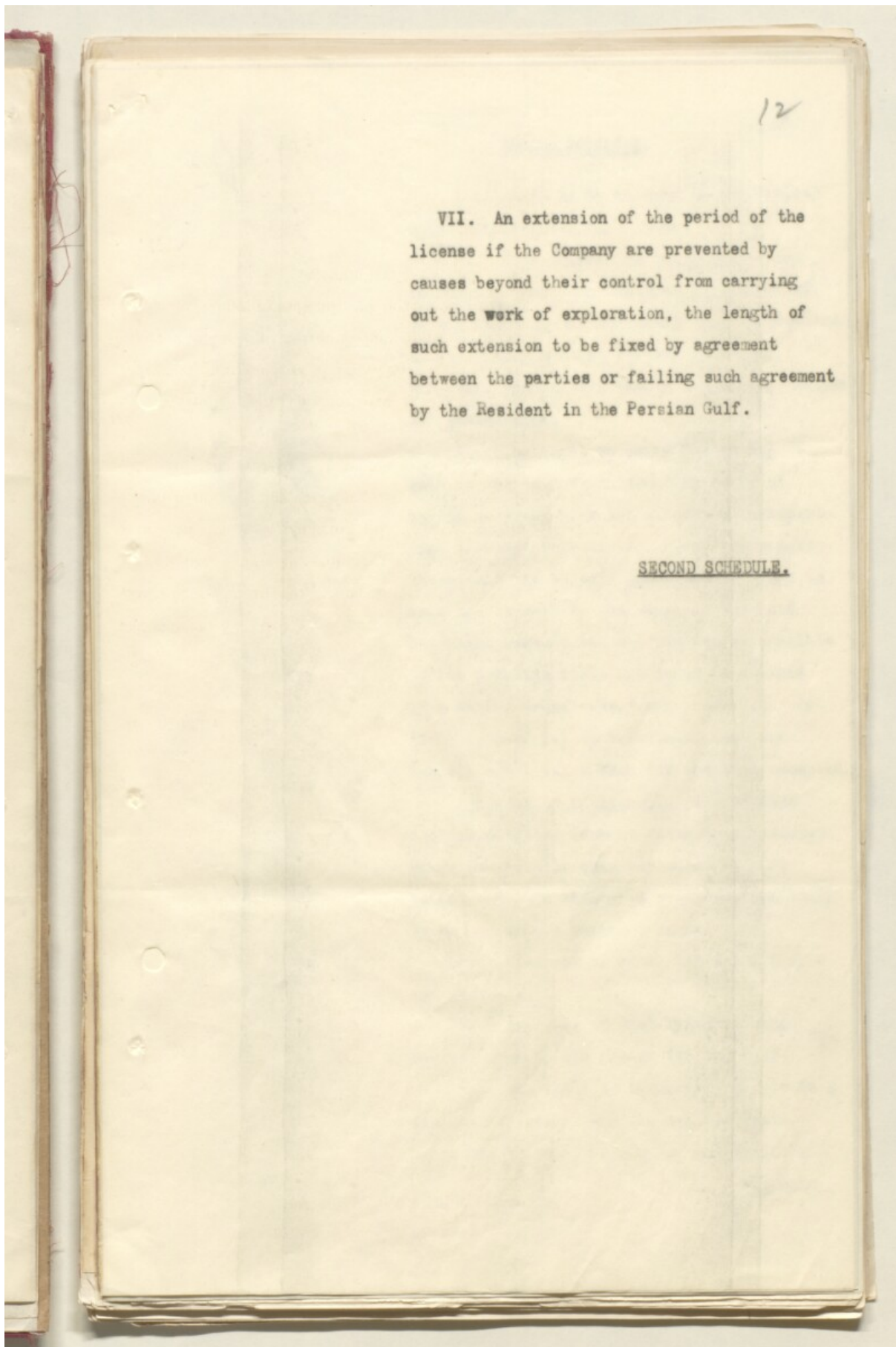
V. Free importation of all material, apparatus and machinery of every kind necessary for the work carried out by the Company including office requirements but not including personal requirements of employees.

VI. All protection in the Sheikh's power from theft, highway robbery, assault, wilful damage and destruction but all guards required by the Company shall be paid for by the Company.

VII.



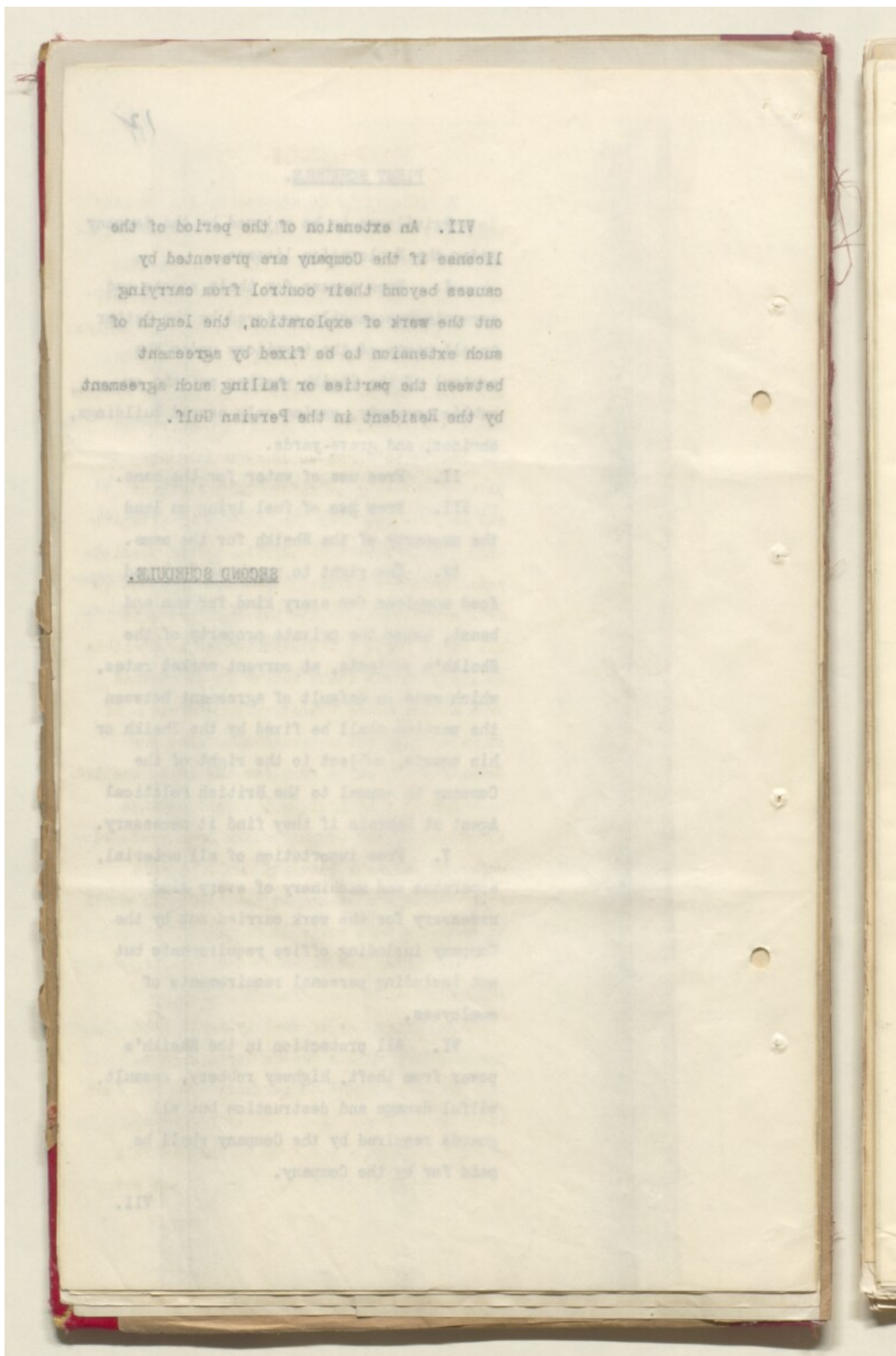




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VII. An extension of the period of the license if the Company are prevented by causes beyond their control from carrying out the work of exploration, the length of such extension to be fixed by agreement between the parties or failing such agreement by the Resident in the Persian Gulf.

SECOND SCHEDULE.







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SECOND SCHEDULE.

Privileges to be enjoyed by the Company under the Prospecting License.

I. Free access for their agents and servants necessarily employed by the latter, to all parts of the territory under the control of the Sheikh whether private or public property, saving only sacred buildings, shrines and grave-yards.

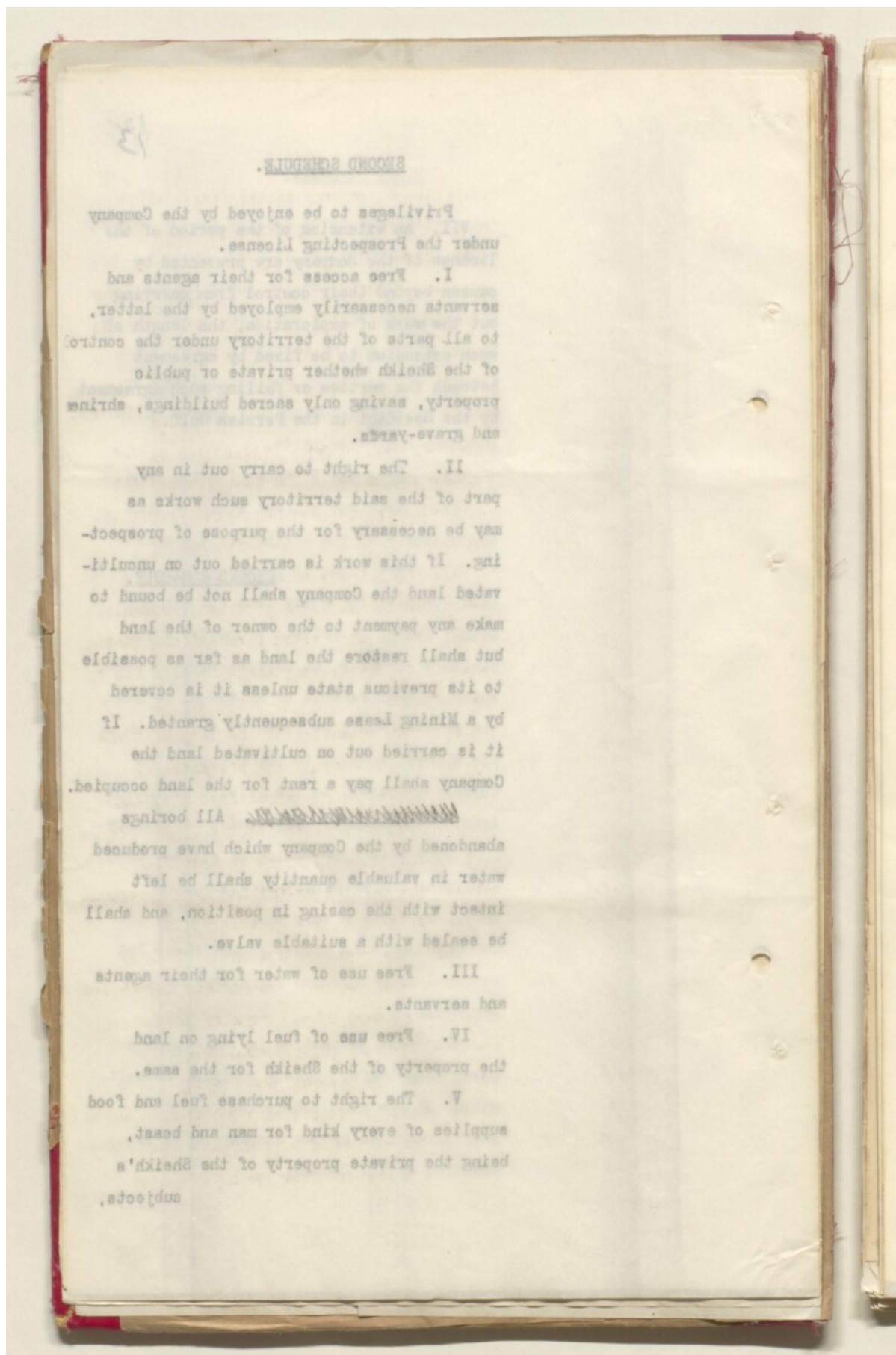
II. The right to carry out in any part of the said territory such works as may be necessary for the purpose of prospecting. If this work is carried out on uncultivated land the Company shall not be bound to make any payment to the owner of the land but shall restore the land as far as possible to its previous state unless it is covered by a Mining Lease subsequently granted. If it is carried out on cultivated land the Company shall pay a rent for the land occupied.

~~Abandoned wells and shafts.~~ All borings abandoned by the Company which have produced water in valuable quantity shall be left intact with the casing in position, and shall be sealed with a suitable valve.

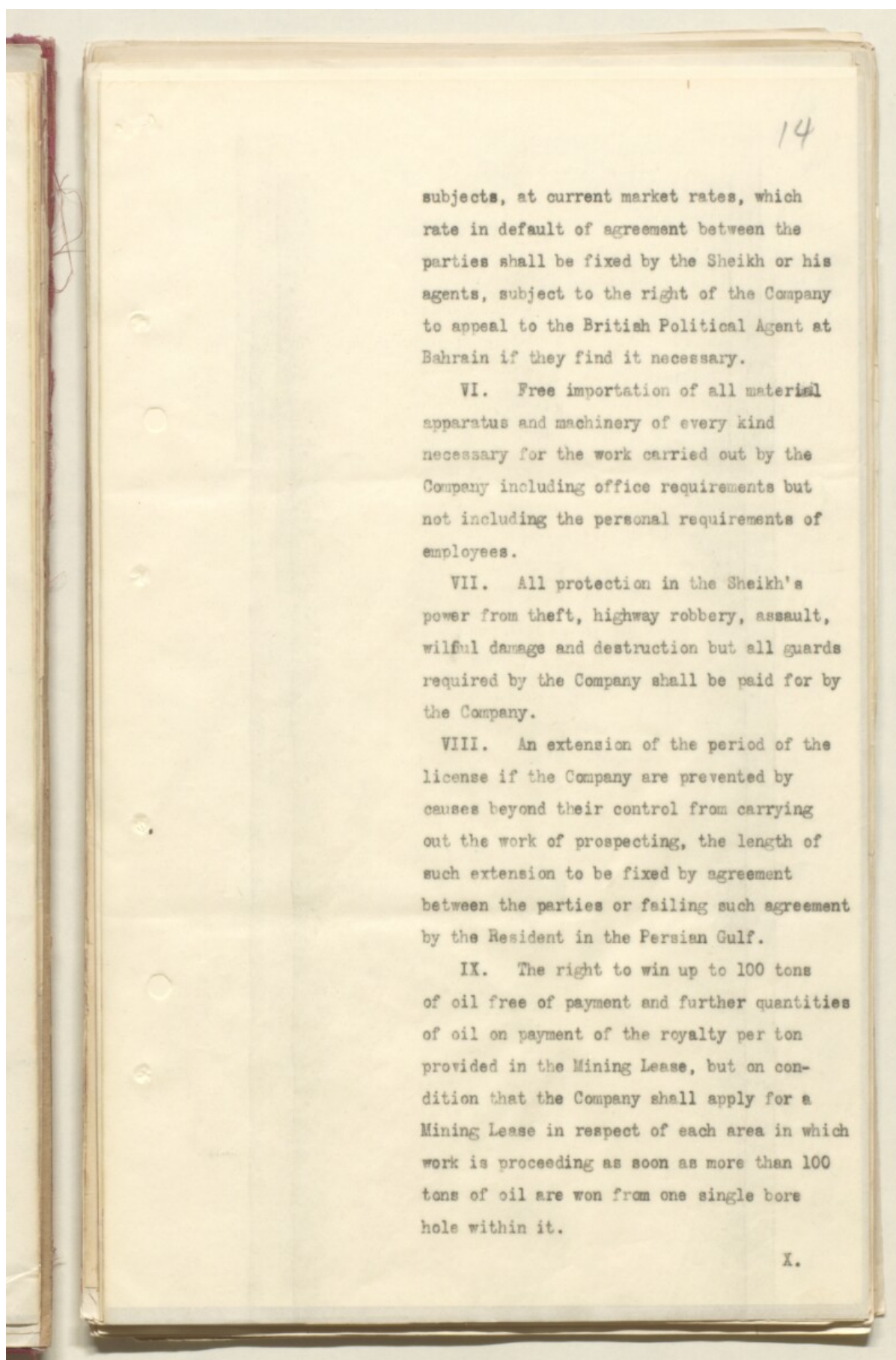
III. Free use of water for their agents and servants.

IV. Free use of fuel lying on land the property of the Sheikh for the same.

V. The right to purchase fuel and food supplies of every kind for man and beast, being the private property of the Sheikh's subjects,







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subjects, at current market rates, which rate in default of agreement between the parties shall be fixed by the Sheikh or his agents, subject to the right of the Company to appeal to the British Political Agent at Bahrain if they find it necessary.

VI. Free importation of all material apparatus and machinery of every kind necessary for the work carried out by the Company including office requirements but not including the personal requirements of employees.

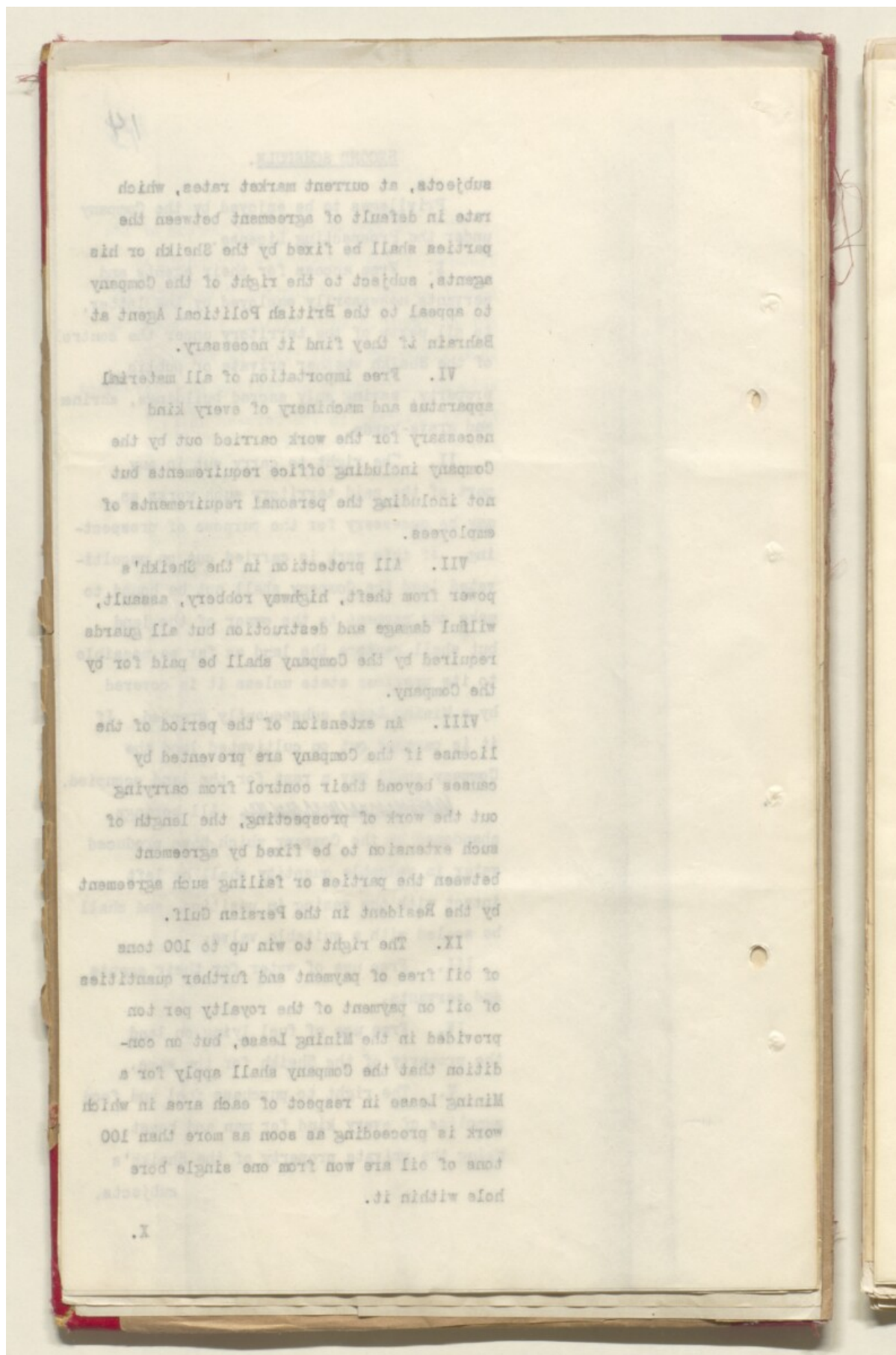
VII. All protection in the Sheikh's power from theft, highway robbery, assault, wilful damage and destruction but all guards required by the Company shall be paid for by the Company.

VIII. An extension of the period of the license if the Company are prevented by causes beyond their control from carrying out the work of prospecting, the length of such extension to be fixed by agreement between the parties or failing such agreement by the Resident in the Persian Gulf.

IX. The right to win up to 100 tons of oil free of payment and further quantities of oil on payment of the royalty per ton provided in the Mining Lease, but on condition that the Company shall apply for a Mining Lease in respect of each area in which work is proceeding as soon as more than 100 tons of oil are won from one single bore hole within it.

X.



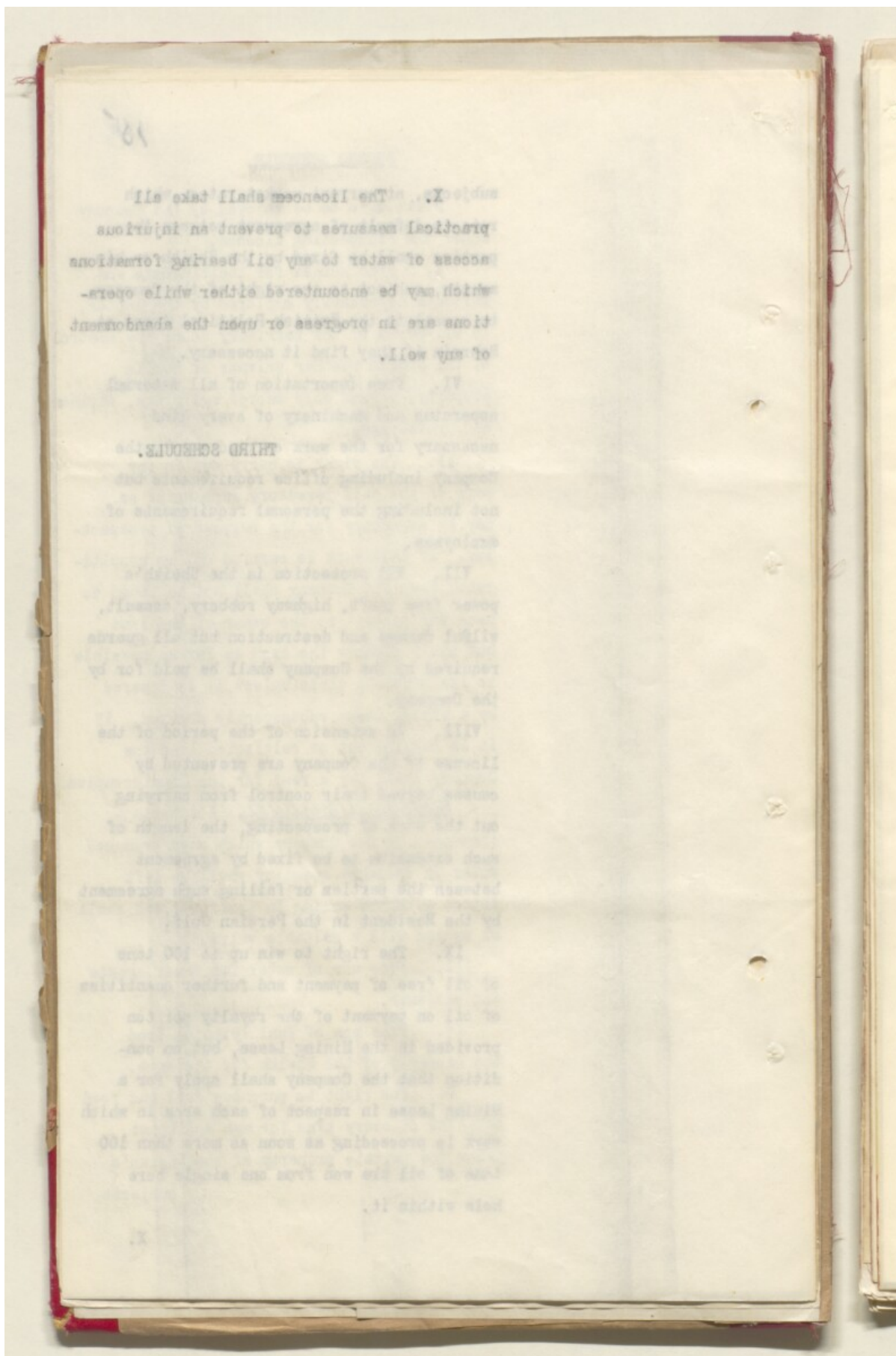
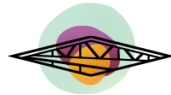




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X. The licencees shall take all practical measures to prevent an injurious access of water to any oil bearing formations which may be encountered either while operations are in progress or upon the abandonment of any well.

THIRD SCHEDULE.







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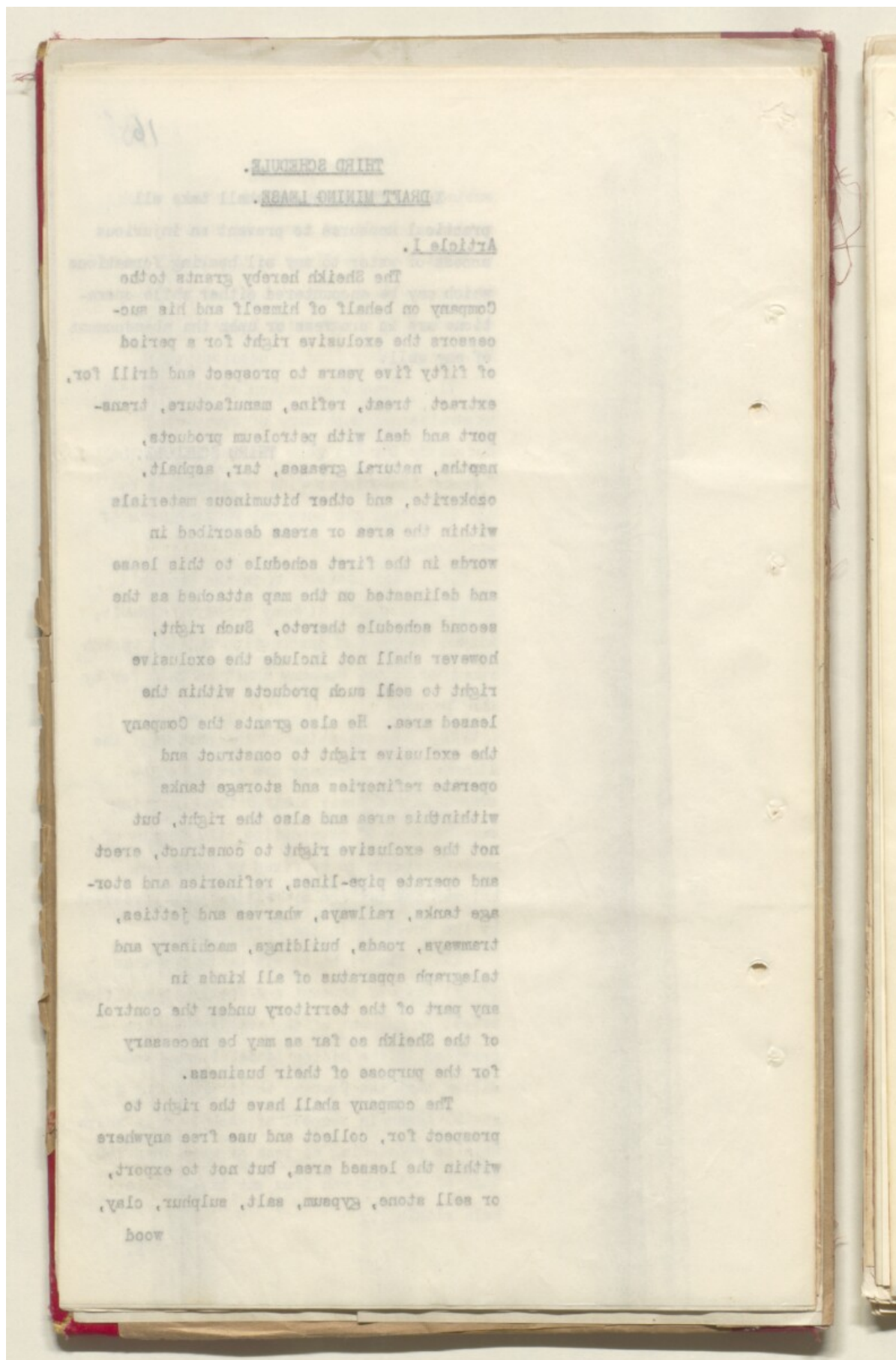
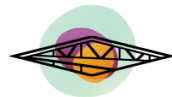
THIRD SCHEDULE.

DRAFT MINING LEASE.

Article I.

The Sheikh hereby grants to the Company on behalf of himself and his successors the exclusive right for a period of fifty five years to prospect and drill for, extract, treat, refine, manufacture, transport and deal with petroleum products, naphtha, natural greases, tar, asphalt, ozokerite, and other bituminous materials within the area or areas described in words in the first schedule to this lease and delineated on the map attached as the second schedule thereto. Such right, however shall not include the exclusive right to sell such products within the leased area. He also grants the Company the exclusive right to construct and operate refineries and storage tanks within this area and also the right, but not the exclusive right to construct, erect and operate pipe-lines, refineries and storage tanks, railways, wharves and jetties, tramways, roads, buildings, machinery and telegraph apparatus of all kinds in any part of the territory under the control of the Sheikh so far as may be necessary for the purpose of their business.

The company shall have the right to prospect for, collect and use free anywhere within the leased area, but not to export, or sell stone, gypsum, salt, sulphur, clay,  
wood







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wood and water, whether from rivers or springs, for the purpose of their work.

The selection of routes and sites for such works and the course of the pipe-line shall rest with the Company.

Article II.

The Sheikh grants gratuitously to the Company all uncultivated land belonging to him which may be needed by the Company for their operations.

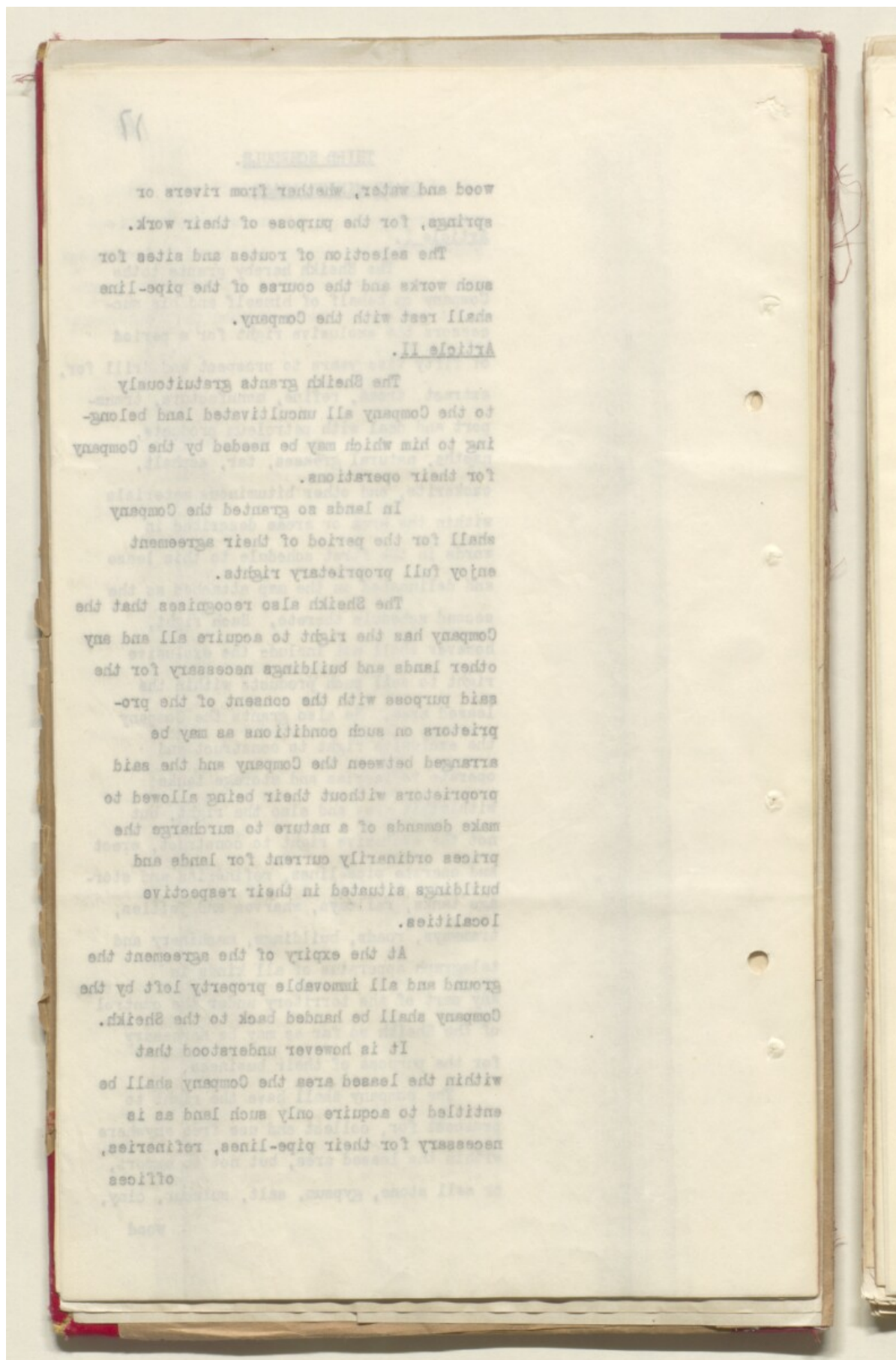
In lands so granted the Company shall for the period of their agreement enjoy full proprietary rights.

The Sheikh also recognises that the Company has the right to acquire all and any other lands and buildings necessary for the said purpose with the consent of the proprietors on such conditions as may be arranged between the Company and the said proprietors without their being allowed to make demands of a nature to surcharge the prices ordinarily current for lands and buildings situated in their respective localities.

At the expiry of the agreement the ground and all immovable property left by the Company shall be handed back to the Sheikh.

It is however understood that within the leased area the Company shall be entitled to acquire only such land as is necessary for their pipe-lines, refineries, offices







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offices and other works and that save in so far as it is necessary in order to enable their pipe-lines and railways to pass freely to their destination they shall not occupy any land outside the leased area which might otherwise be leased for the production of oil to a third party, unless they can satisfy the Sheikh that no other land suitable for their purpose is available.

Article III.

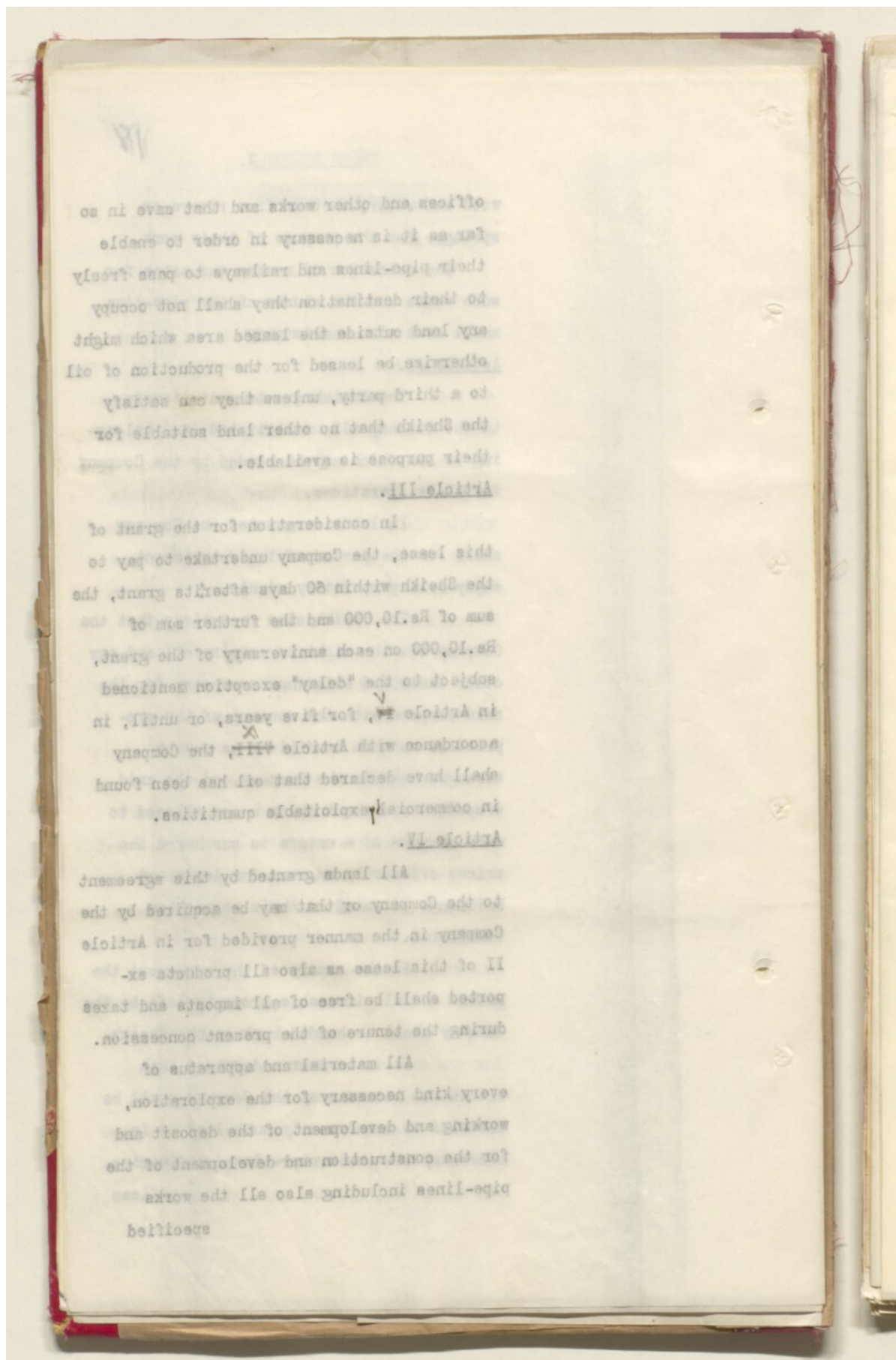
In consideration for the grant of this lease, the Company undertake to pay to the Sheikh within 60 days after its grant, the sum of Rs.10,000 and the further sum of Rs.10,000 on each anniversary of the grant, subject to the "delay" exception mentioned in Article ~~IV~~<sup>V</sup>, for five years, or until, in accordance with Article ~~VIII~~<sup>X</sup>, the Company shall have declared that oil has been found in commercially exploitable quantities.

Article IV.

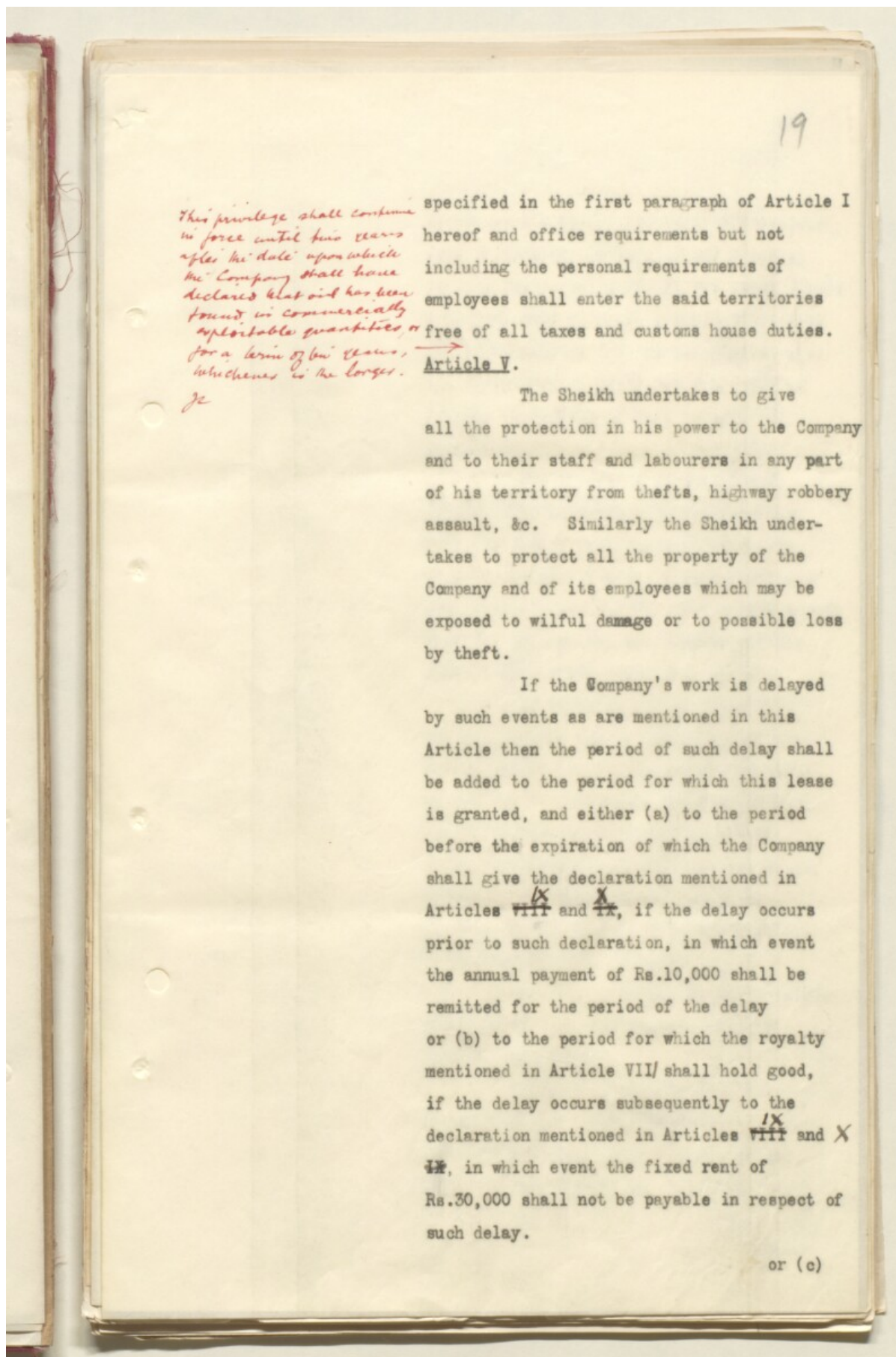
All lands granted by this agreement to the Company or that may be acquired by the Company in the manner provided for in Article II of this lease as also all products exported shall be free of all imposts and taxes during the tenure of the present concession.

All material and apparatus of every kind necessary for the exploration, working and development of the deposit and for the construction and development of the pipe-lines including also all the works specified









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*This privilege shall continue in force until two years after the date upon which the Company shall have declared that oil has been found in commercially exploitable quantities, or for a term of ten years, whichever is the longer.*

Je

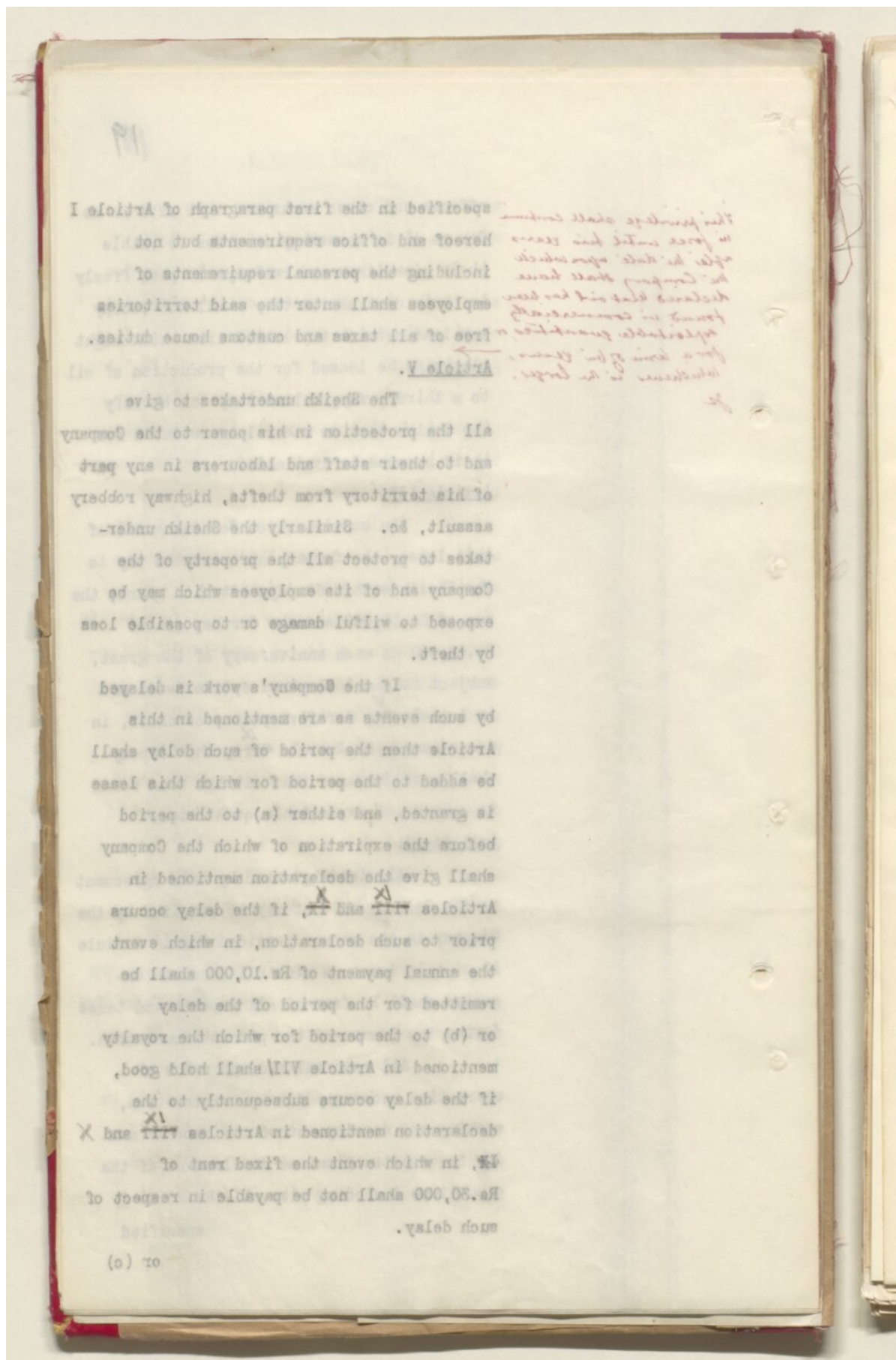
specified in the first paragraph of Article I hereof and office requirements but not including the personal requirements of employees shall enter the said territories free of all taxes and customs house duties.

Article V.

The Sheikh undertakes to give all the protection in his power to the Company and to their staff and labourers in any part of his territory from thefts, highway robbery assault, &c. Similarly the Sheikh undertakes to protect all the property of the Company and of its employees which may be exposed to wilful damage or to possible loss by theft.

If the Company's work is delayed by such events as are mentioned in this Article then the period of such delay shall be added to the period for which this lease is granted, and either (a) to the period before the expiration of which the Company shall give the declaration mentioned in Articles ~~viii~~<sup>ix</sup> and ~~ix~~<sup>x</sup>, if the delay occurs prior to such declaration, in which event the annual payment of Rs.10,000 shall be remitted for the period of the delay or (b) to the period for which the royalty mentioned in Article VII/ shall hold good, if the delay occurs subsequently to the declaration mentioned in Articles ~~viii~~<sup>ix</sup> and ~~ix~~<sup>x</sup>, in which event the fixed rent of Rs.30,000 shall not be payable in respect of such delay.

or (c)







20

or (c) to the period for which the revised rate of royalty, if any, or the original royalty shall hold good, if the delay occurs after the time at which a revision is permitted by Article VII, in which event also the fixed rent of Rs.30,000 shall not be payable in respect of such delay.

Article VI.

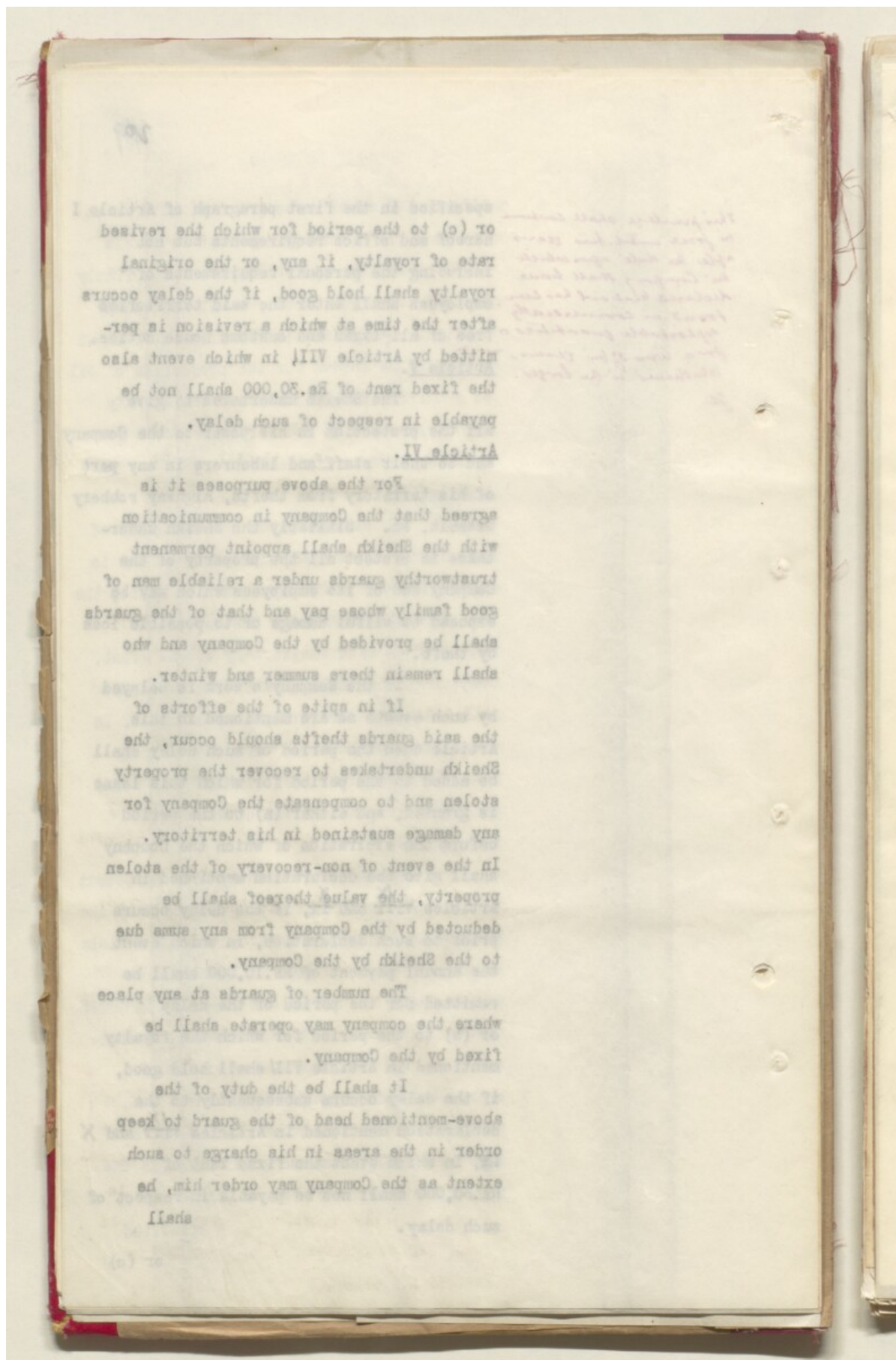
For the above purposes it is agreed that the Company in communication with the Sheikh shall appoint permanent trustworthy guards under a reliable man of good family whose pay and that of the guards shall be provided by the Company and who shall remain there summer and winter.

If in spite of the efforts of the said guards thefts should occur, the Sheikh undertakes to recover the property stolen and to compensate the Company for any damage sustained in his territory. In the event of non-recovery of the stolen property, the value thereof shall be deducted by the Company from any sums due to the Sheikh by the Company.

The number of guards at any place where the company may operate shall be fixed by the Company.

It shall be the duty of the above-mentioned head of the guard to keep order in the areas in his charge to such extent as the Company may order him, he shall







21  
shall have no right to interfere in any disputes among the Company's servants unless asked by the Company to do so  
Article VII.

In case of misconduct the said guards are subject to dismissal or fine by the Company. In the event of any heavier punishment being needed, the offender shall be handed over to the representative of the Sheikh, and the Sheikh undertakes that punishment shall be inflicted and to use his utmost endeavours to uphold the authority of the Company's employees, thereby avoiding unnecessary troubles to both parties of this contract.

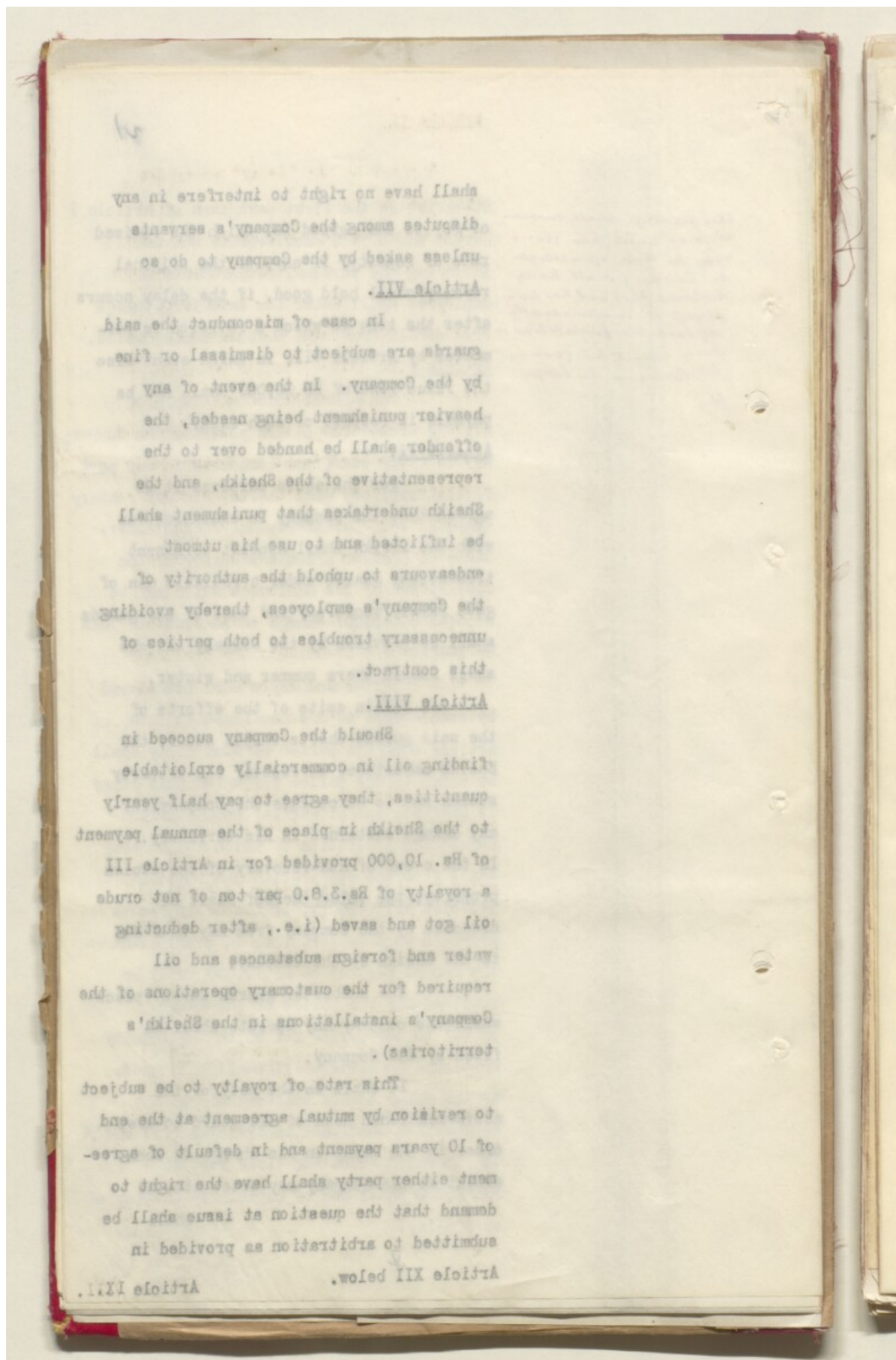
Article VIII.

Should the Company succeed in finding oil in commercially exploitable quantities, they agree to pay half yearly to the Sheikh in place of the annual payment of Rs. 10,000 provided for in Article III a royalty of Rs.3.8.0 per ton of net crude oil got and saved (i.e., after deducting water and foreign substances and oil required for the customary operations of the Company's installations in the Sheikh's territories).

This rate of royalty to be subject to revision by mutual agreement at the end of 10 years payment and in default of agreement either party shall have the right to demand that the question at issue shall be submitted to arbitration as provided in Article XII below.

Article IX.









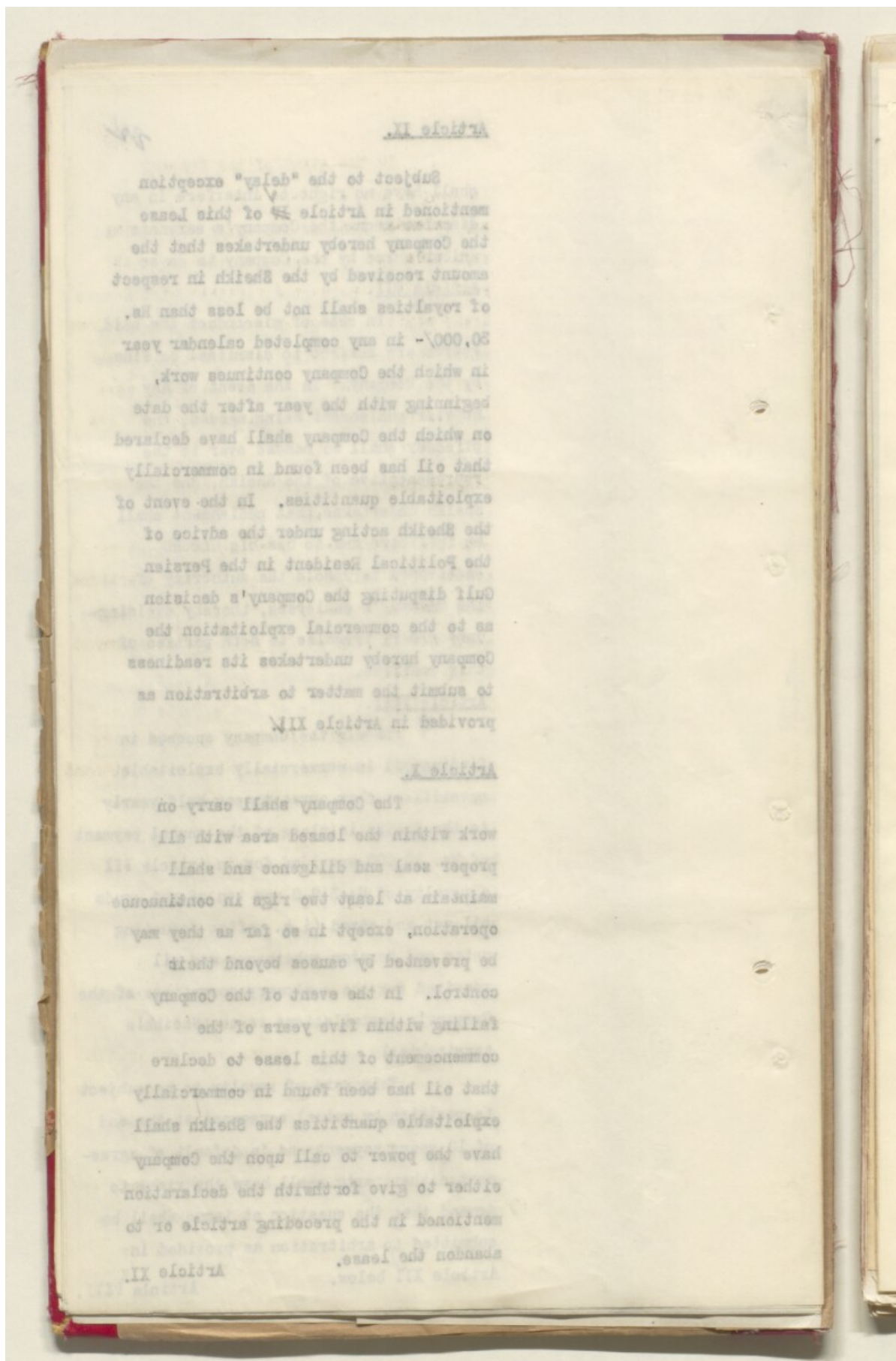
Article IX. 22

Subject to the "delay" exception mentioned in Article ~~IX~~ of this Lease the Company hereby undertakes that the amount received by the Sheikh in respect of royalties shall not be less than Rs. 30,000/- in any completed calendar year in which the Company continues work, beginning with the year after the date on which the Company shall have declared that oil has been found in commercially exploitable quantities. In the event of the Sheikh acting under the advice of the Political Resident in the Persian Gulf disputing the Company's decision as to the commercial exploitation the Company hereby undertakes its readiness to submit the matter to arbitration as provided in Article XII.

Article X.

The Company shall carry on work within the leased area with all proper zeal and diligence and shall maintain at least two rigs in continuous operation, except in so far as they may be prevented by causes beyond their control. In the event of the Company failing within five years of the commencement of this lease to declare that oil has been found in commercially exploitable quantities the Sheikh shall have the power to call upon the Company either to give forthwith the declaration mentioned in the preceding article or to abandon the lease.

Article XI.







Article XI.

23  
In the event of the Company failing within six months of the end of any calendar year to pay to the Sheikh the royalties due in respect of that calendar year or failing, save for causes beyond their control, to carry out their obligations under this lease, the Sheikh shall have the power to terminate the lease in which case the provisions of the last sentence but one of Article II shall apply.

Article XII.

The lessees shall take all practical measures to prevent an injurious access of water to any oil bearing formations which may be encountered either while operations are in progress or upon the abandonment of any well.

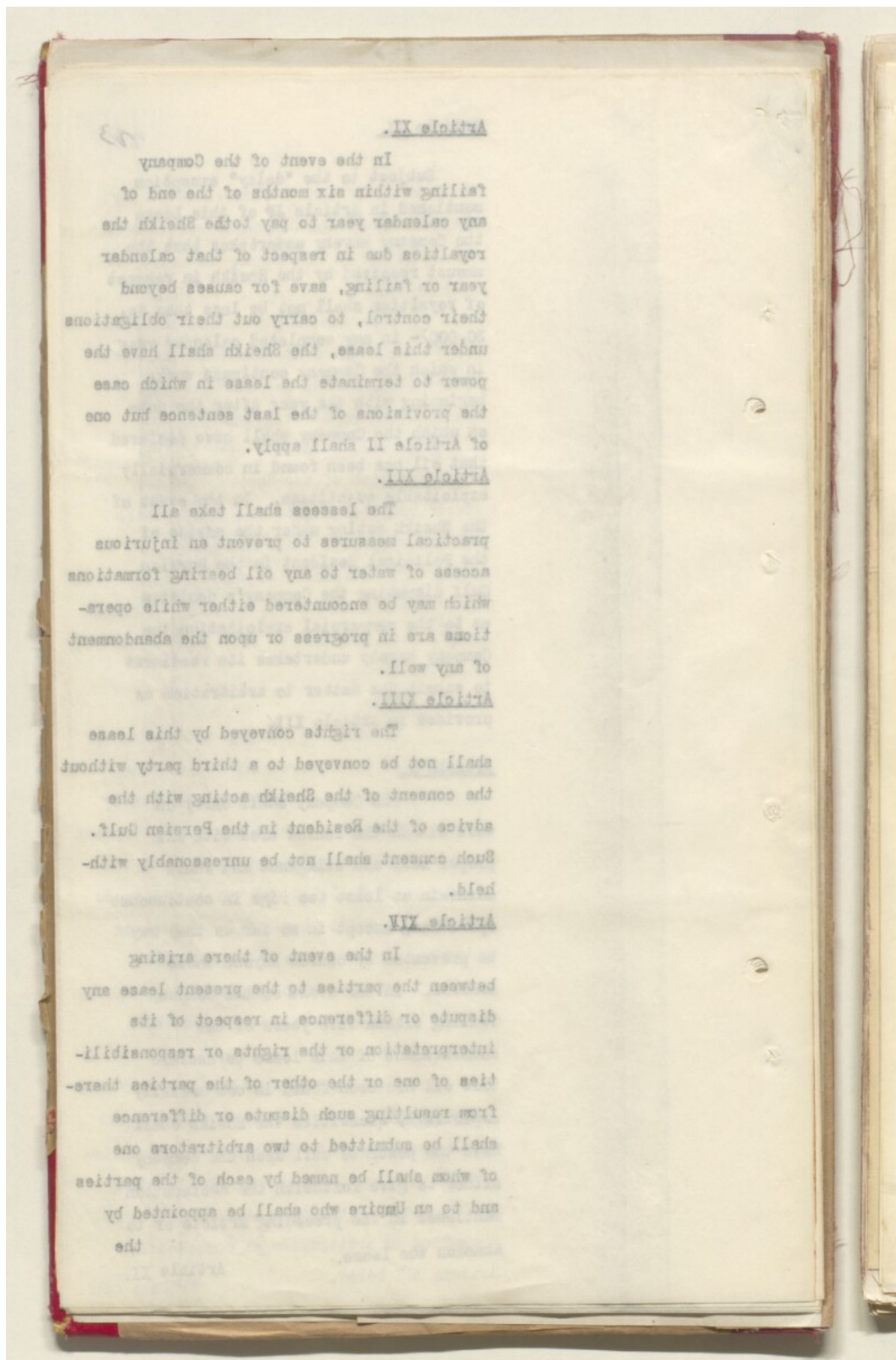
Article XIII.

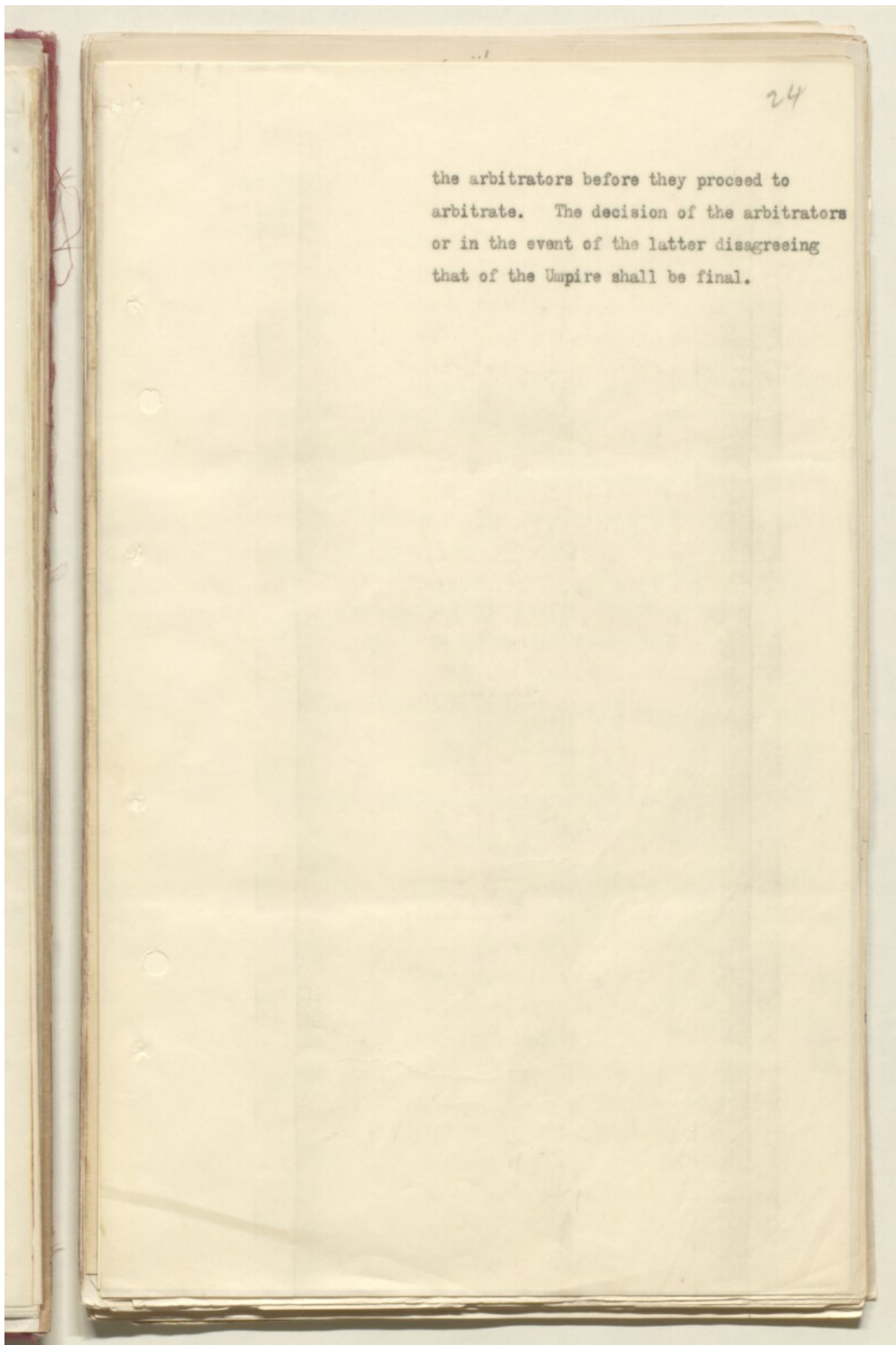
The rights conveyed by this lease shall not be conveyed to a third party without the consent of the Sheikh acting with the advice of the Resident in the Persian Gulf. Such consent shall not be unreasonably withheld.

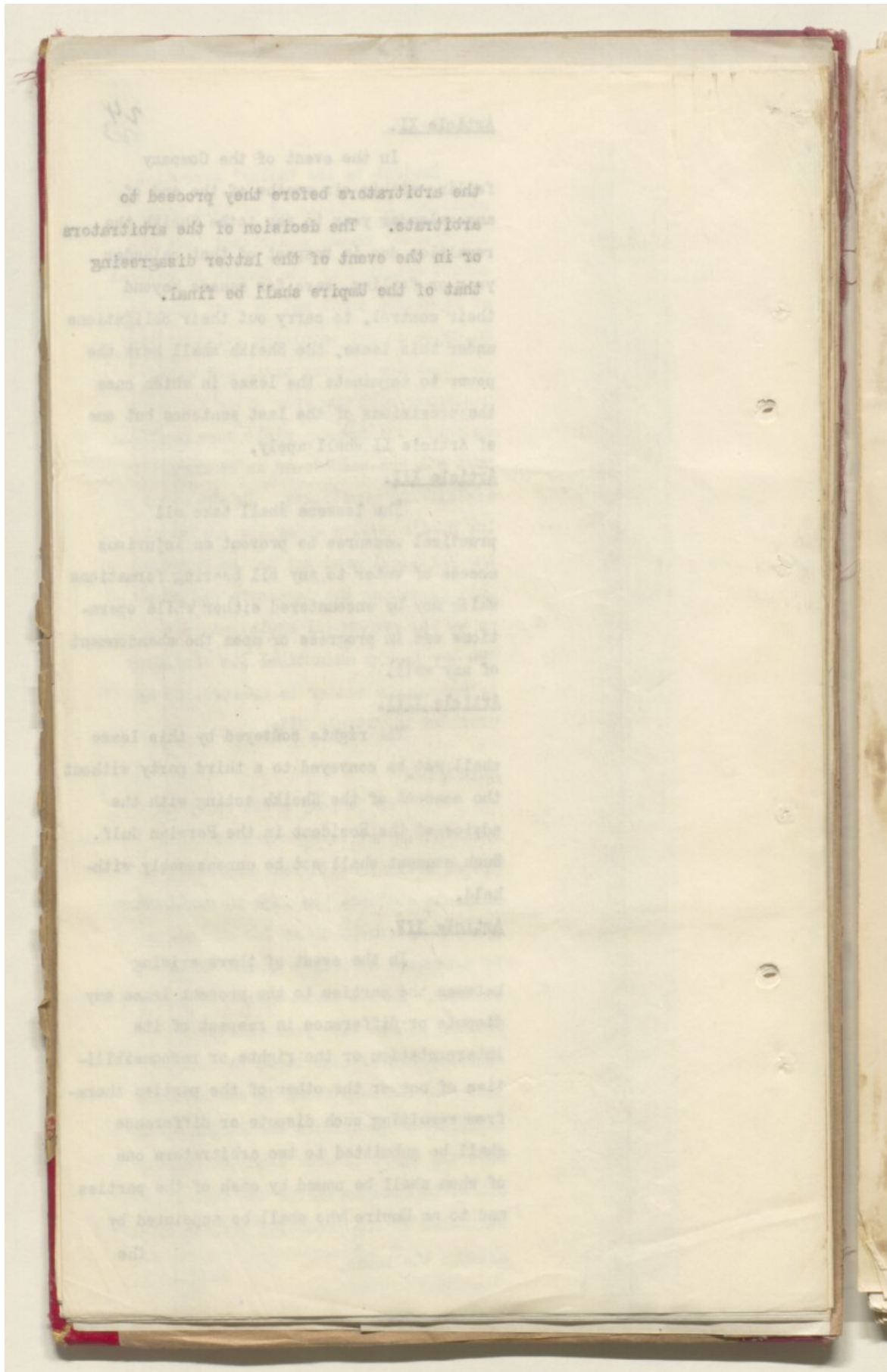
Article XIV.

In the event of there arising between the parties to the present lease any dispute or difference in respect of its interpretation or the rights or responsibilities of one or the other of the parties therefrom resulting such dispute or difference shall be submitted to two arbitrators one of whom shall be named by each of the parties and to an Umpire who shall be appointed by the

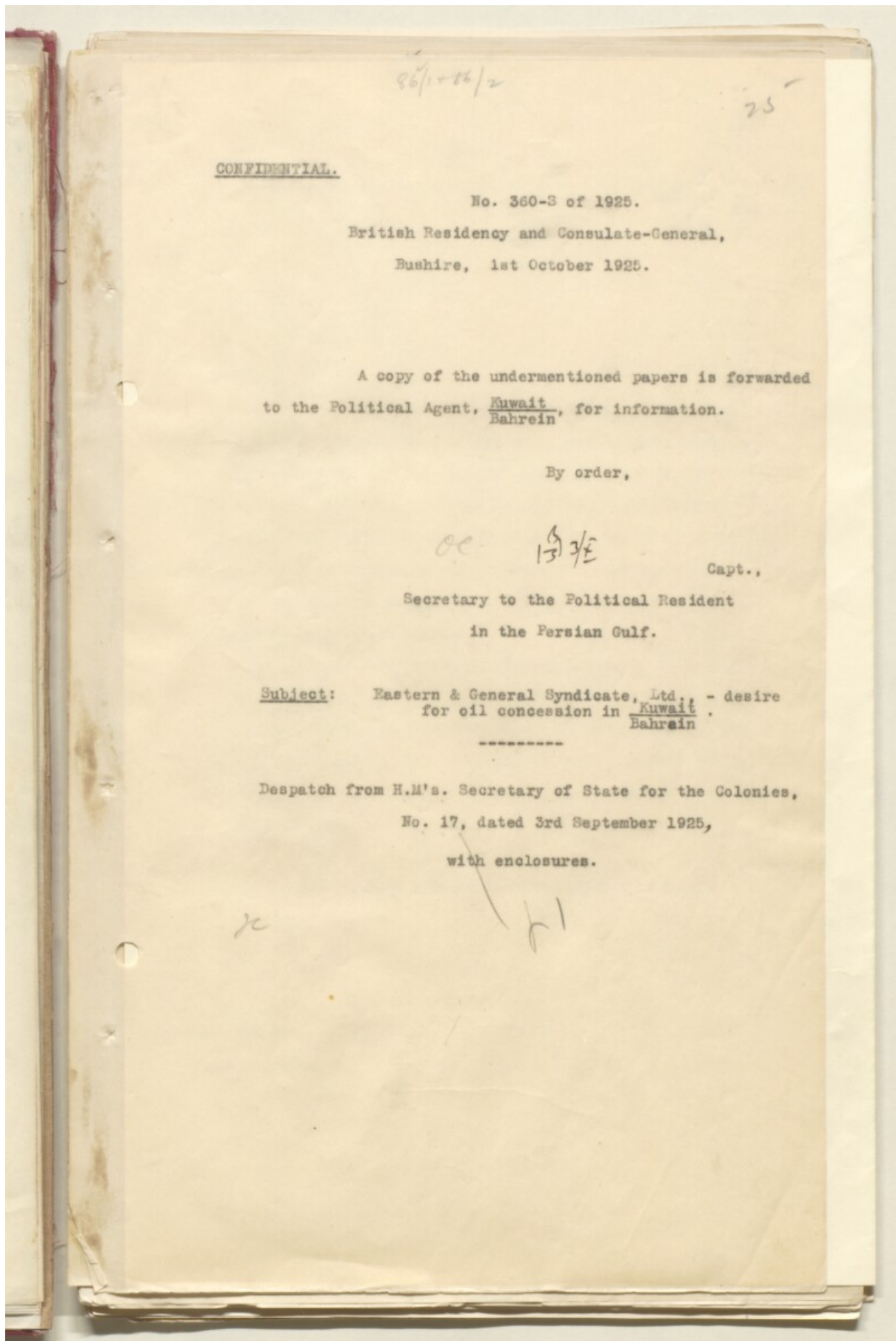






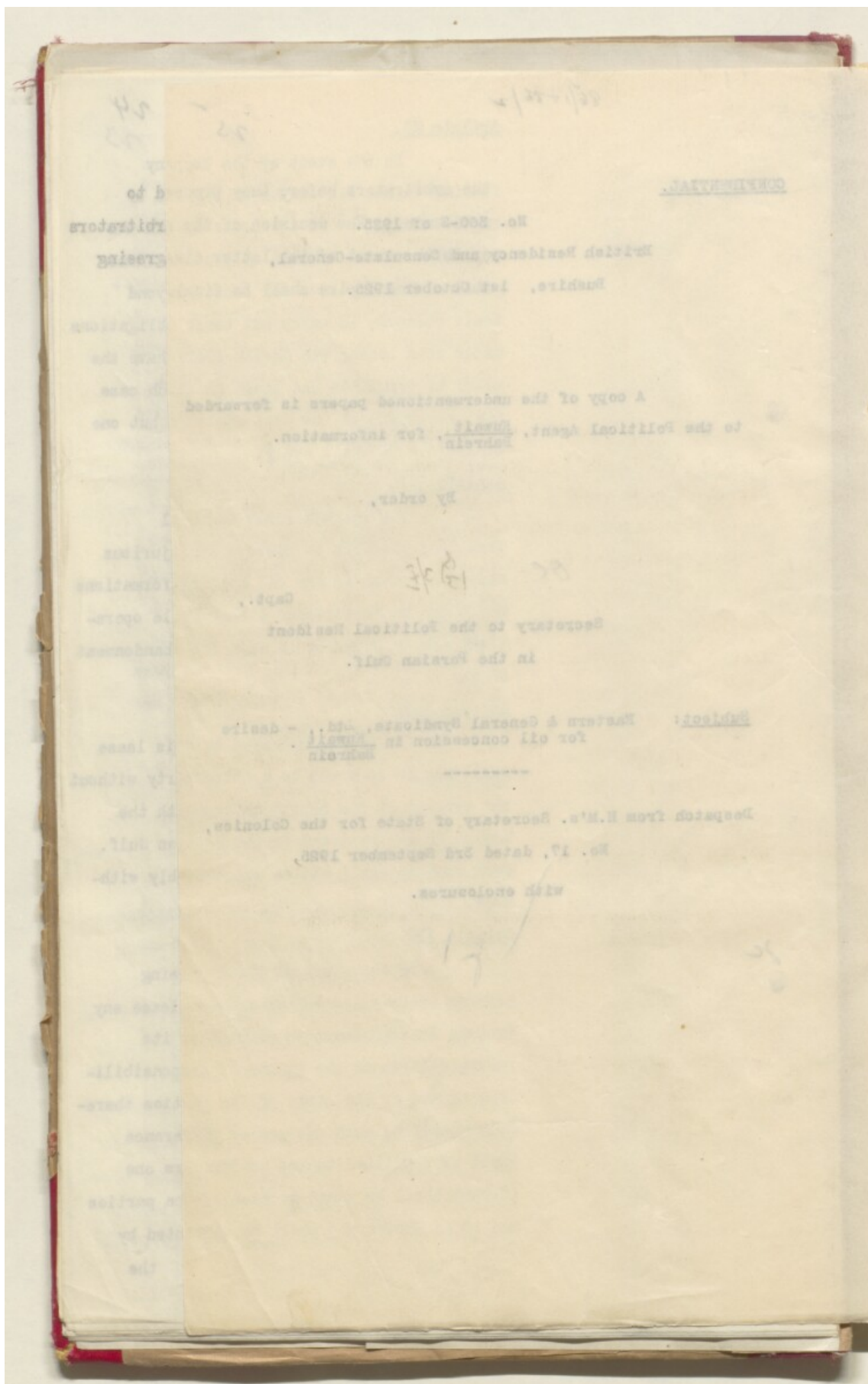


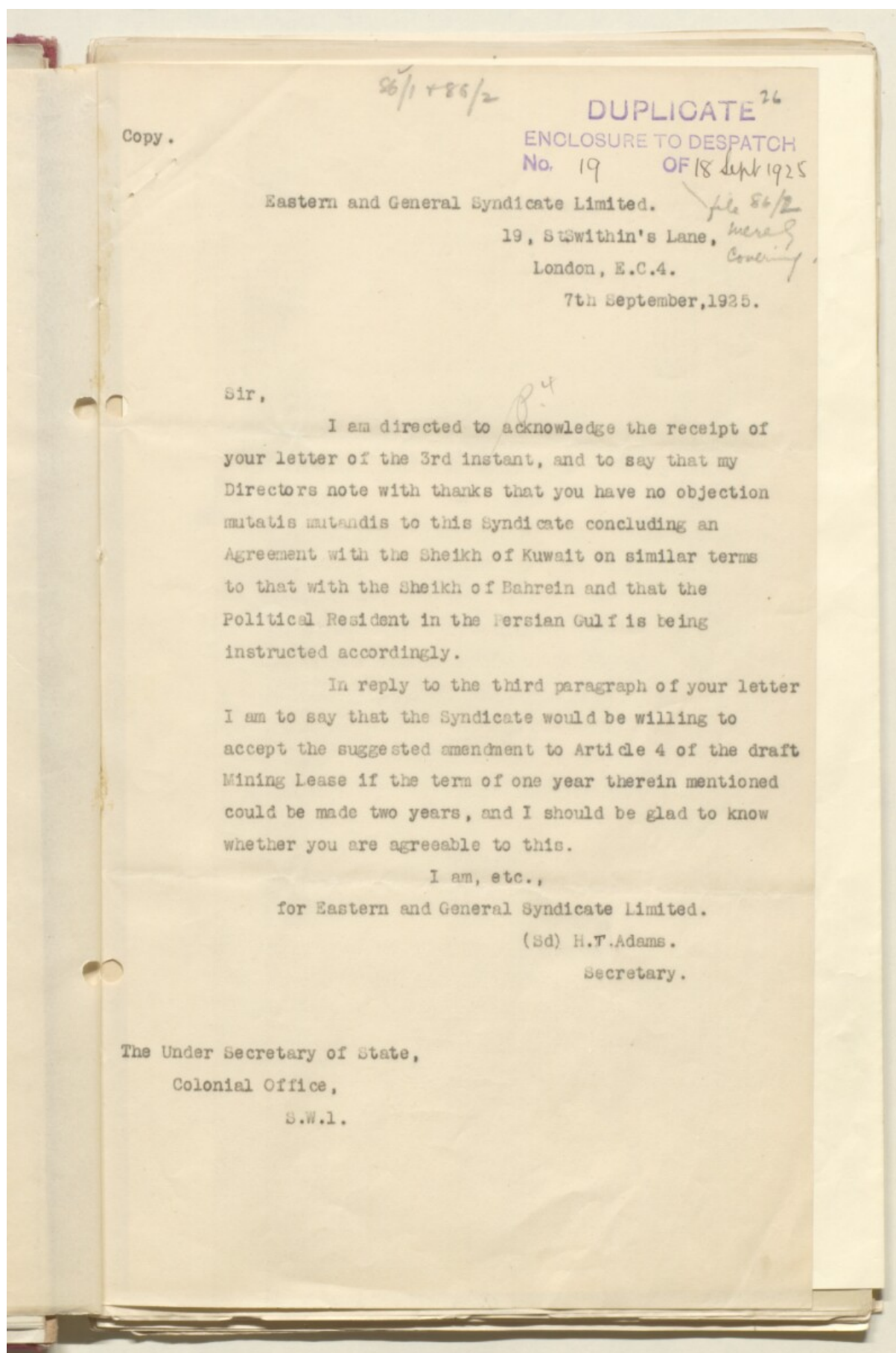




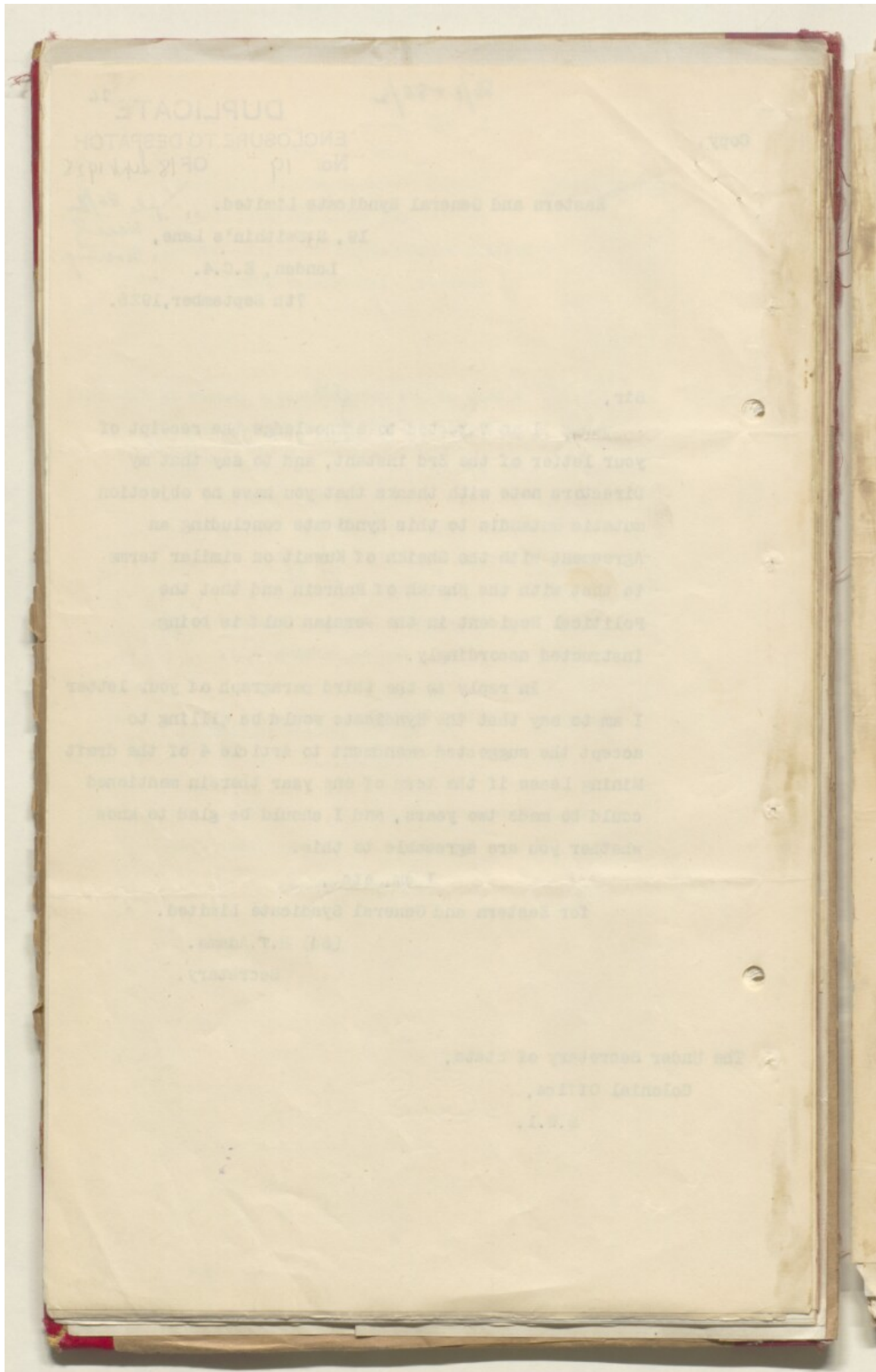


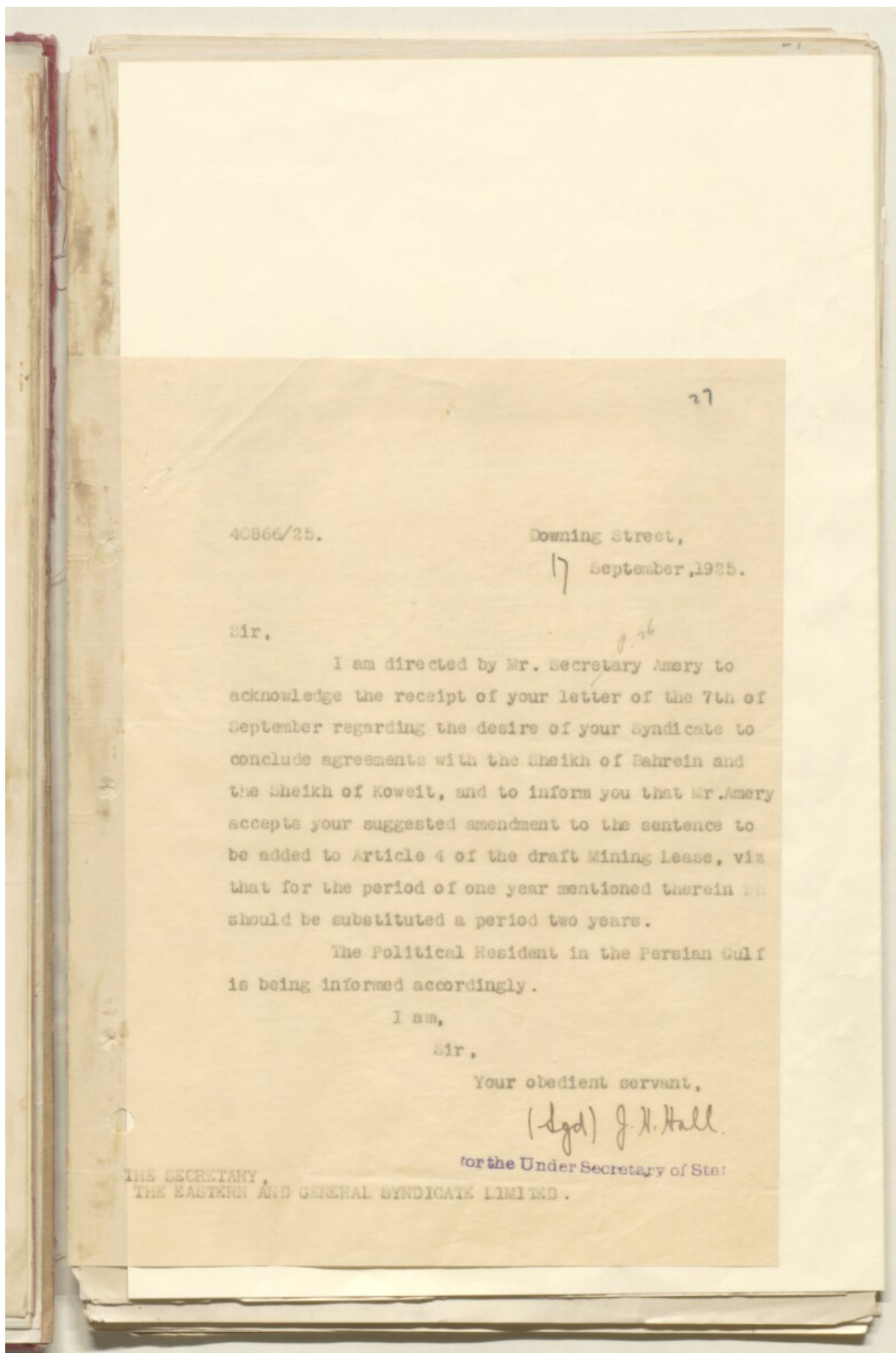
'File 86/1 I (D 73) Eastern and General Syndicate - Proposed Oil Concession in Kuwait' [25v] (58/487)





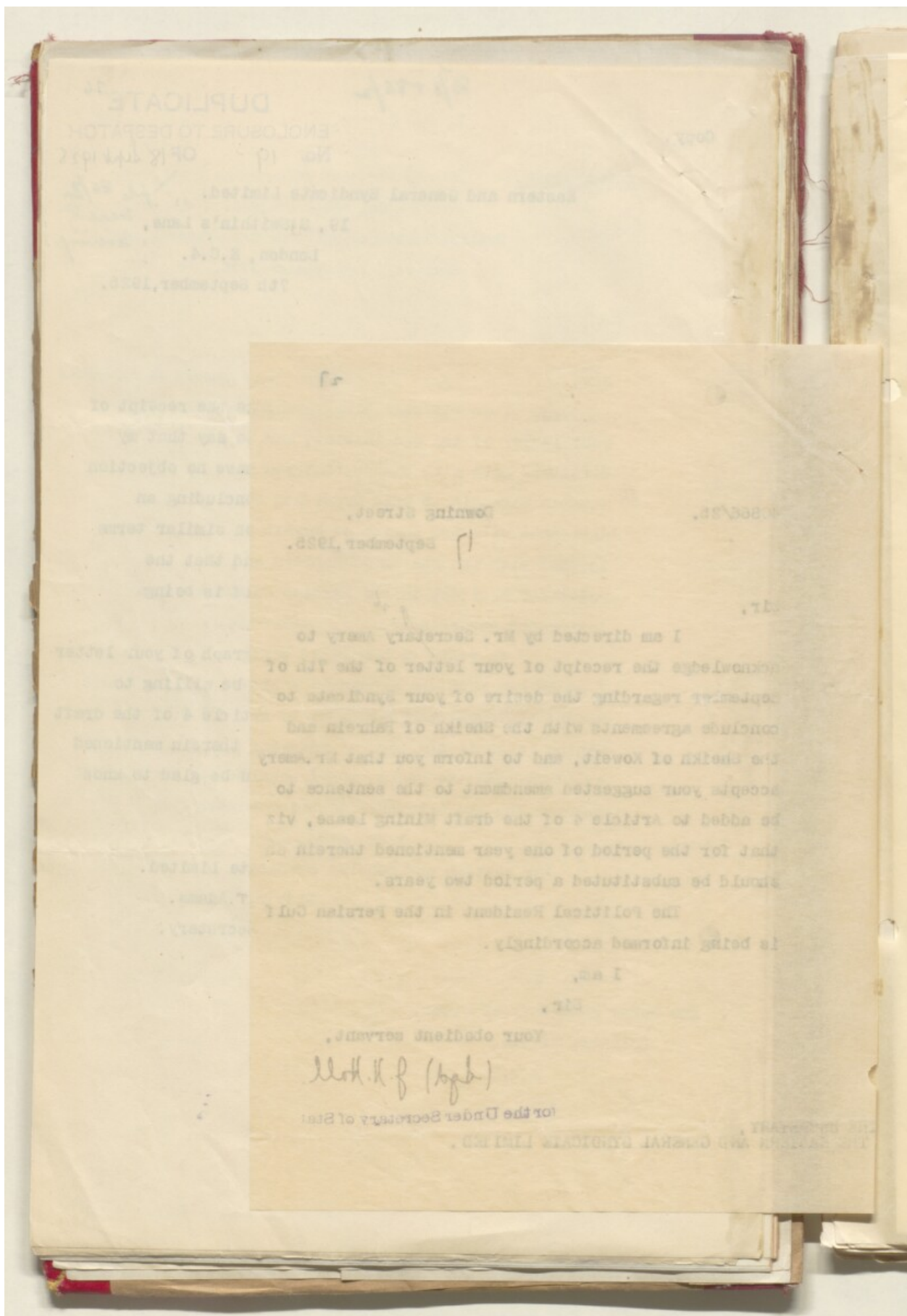




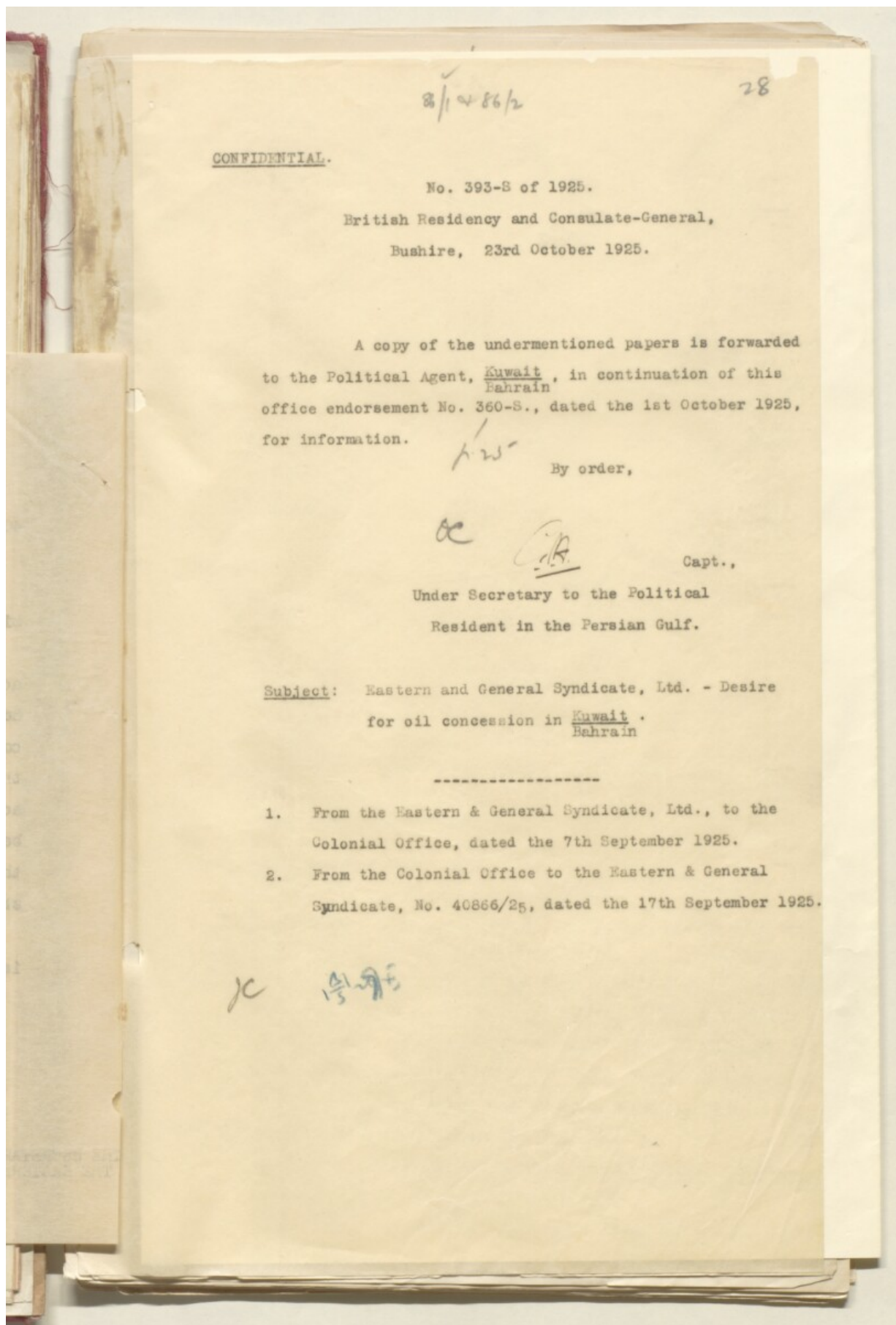


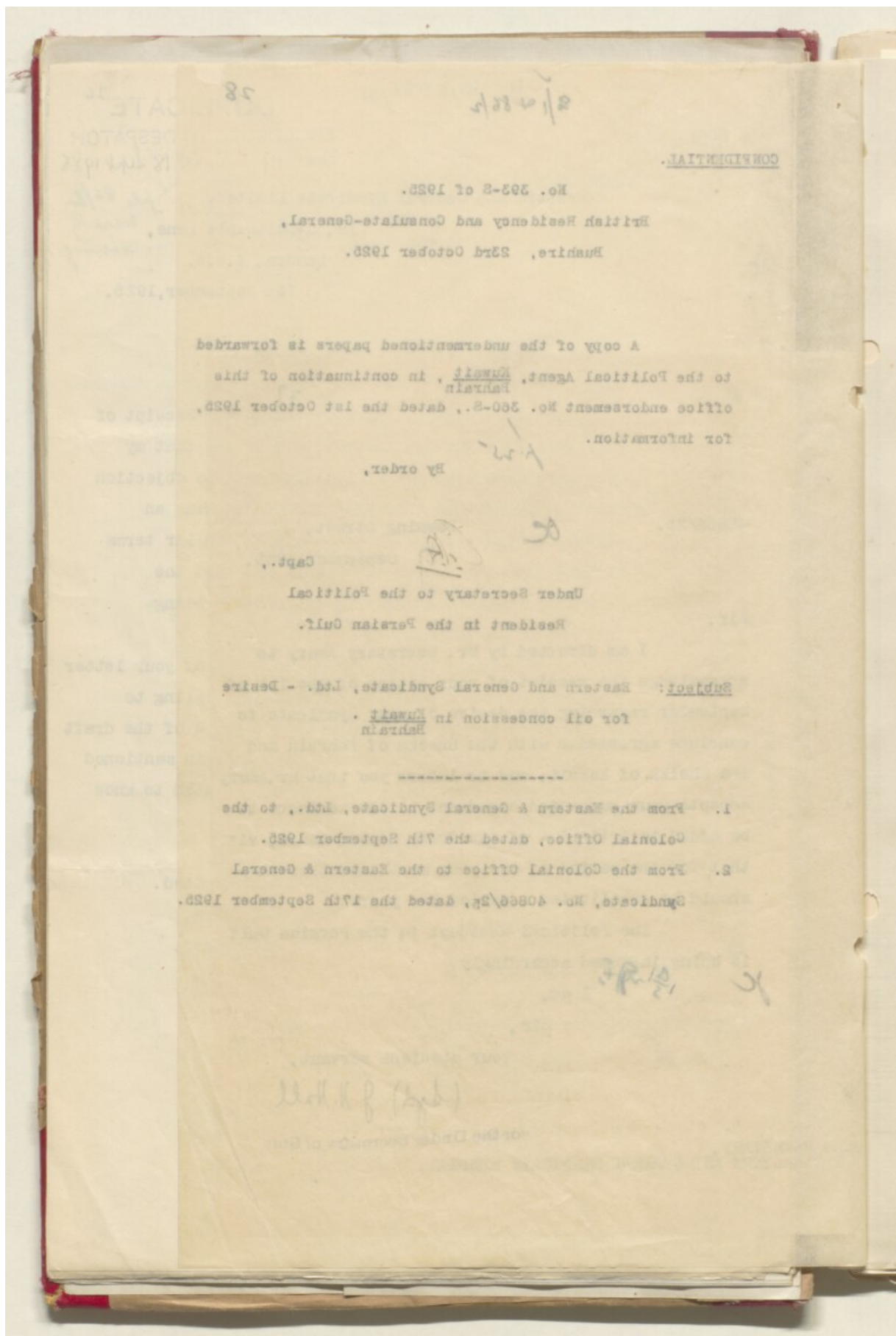


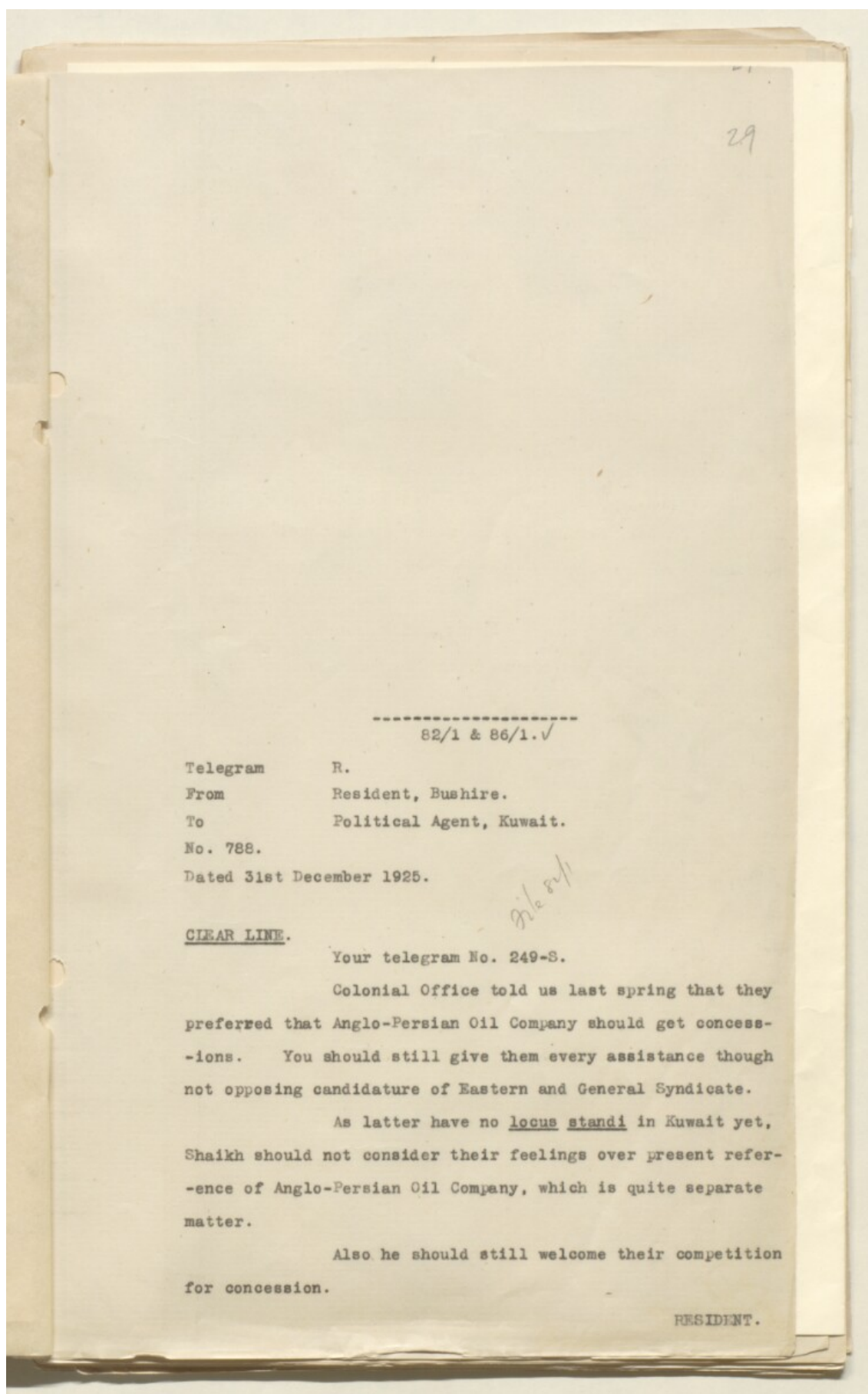
'File 86/1 I (D 73) Eastern and General Syndicate - Proposed Oil Concession in Kuwait' [27v] (62/487)











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82/1 & 86/1.✓

Telegram R.  
From Resident, Bushire.  
To Political Agent, Kuwait.  
No. 788.  
Dated 31st December 1925.

CLEAR LINE.

Your telegram No. 249-S.

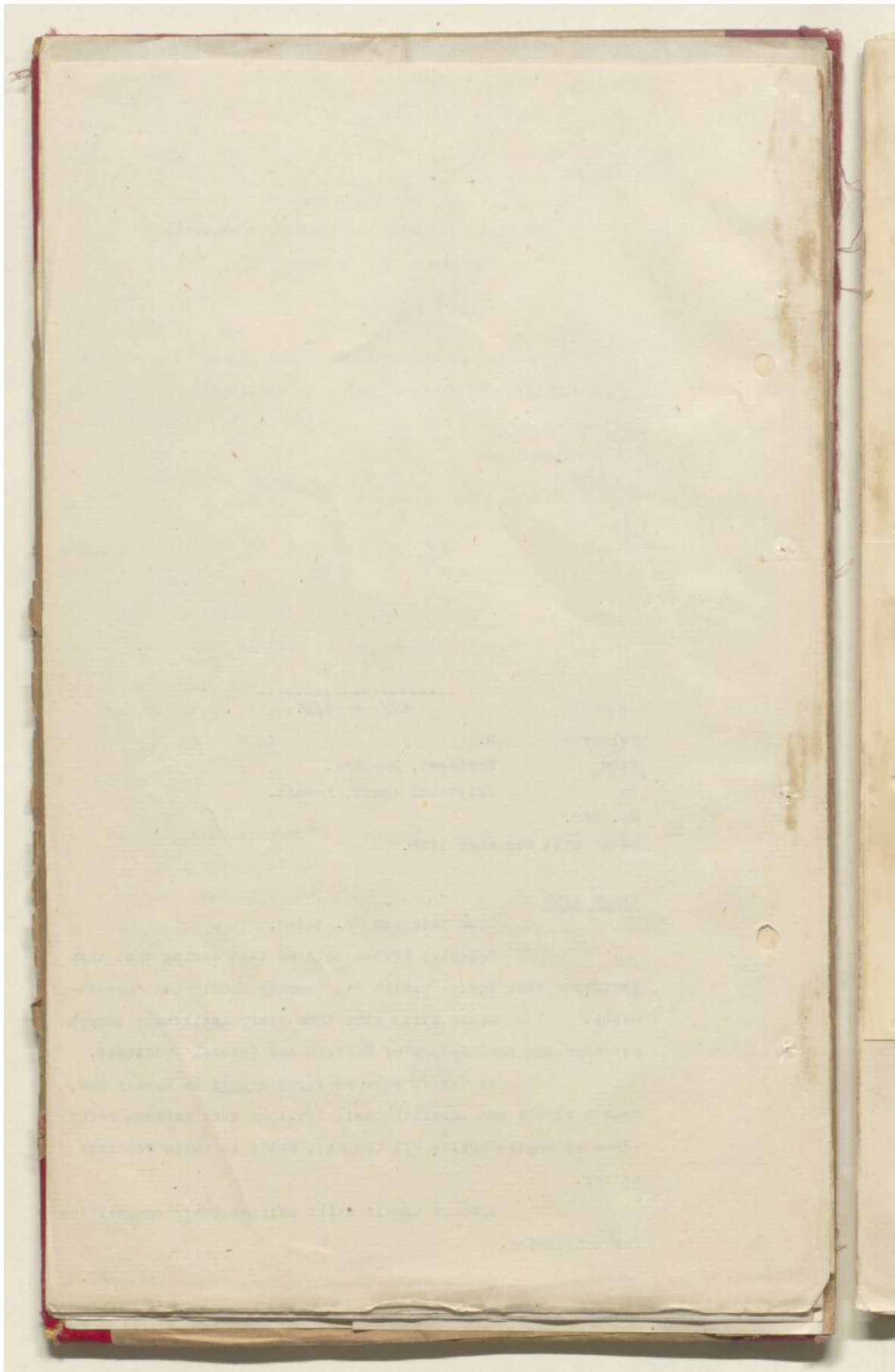
Colonial Office told us last spring that they preferred that Anglo-Persian Oil Company should get concessions. You should still give them every assistance though not opposing candidature of Eastern and General Syndicate.

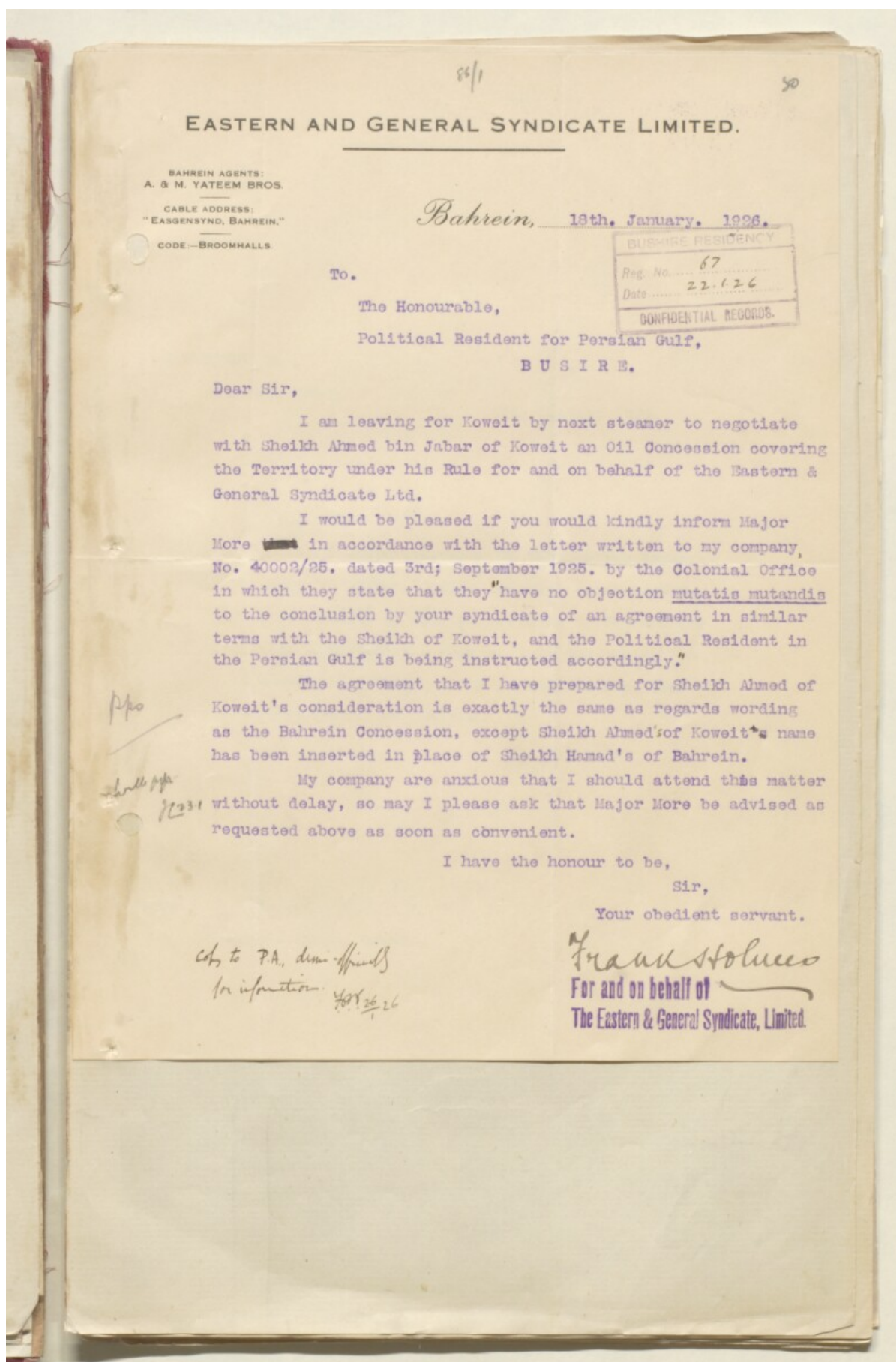
As latter have no locus standi in Kuwait yet, Shaikh should not consider their feelings over present reference of Anglo-Persian Oil Company, which is quite separate matter.

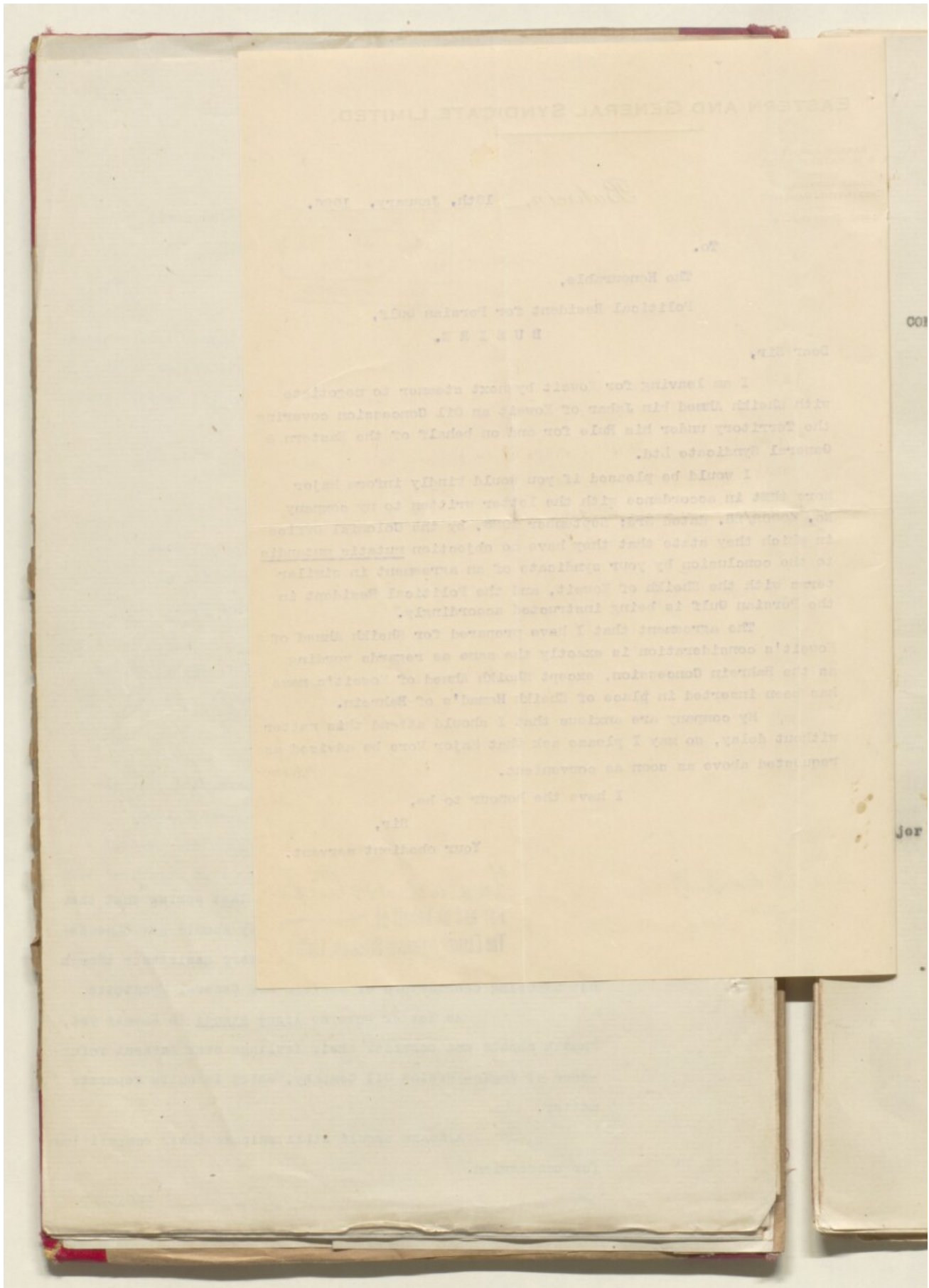
Also he should still welcome their competition for concession.

RESIDENT.

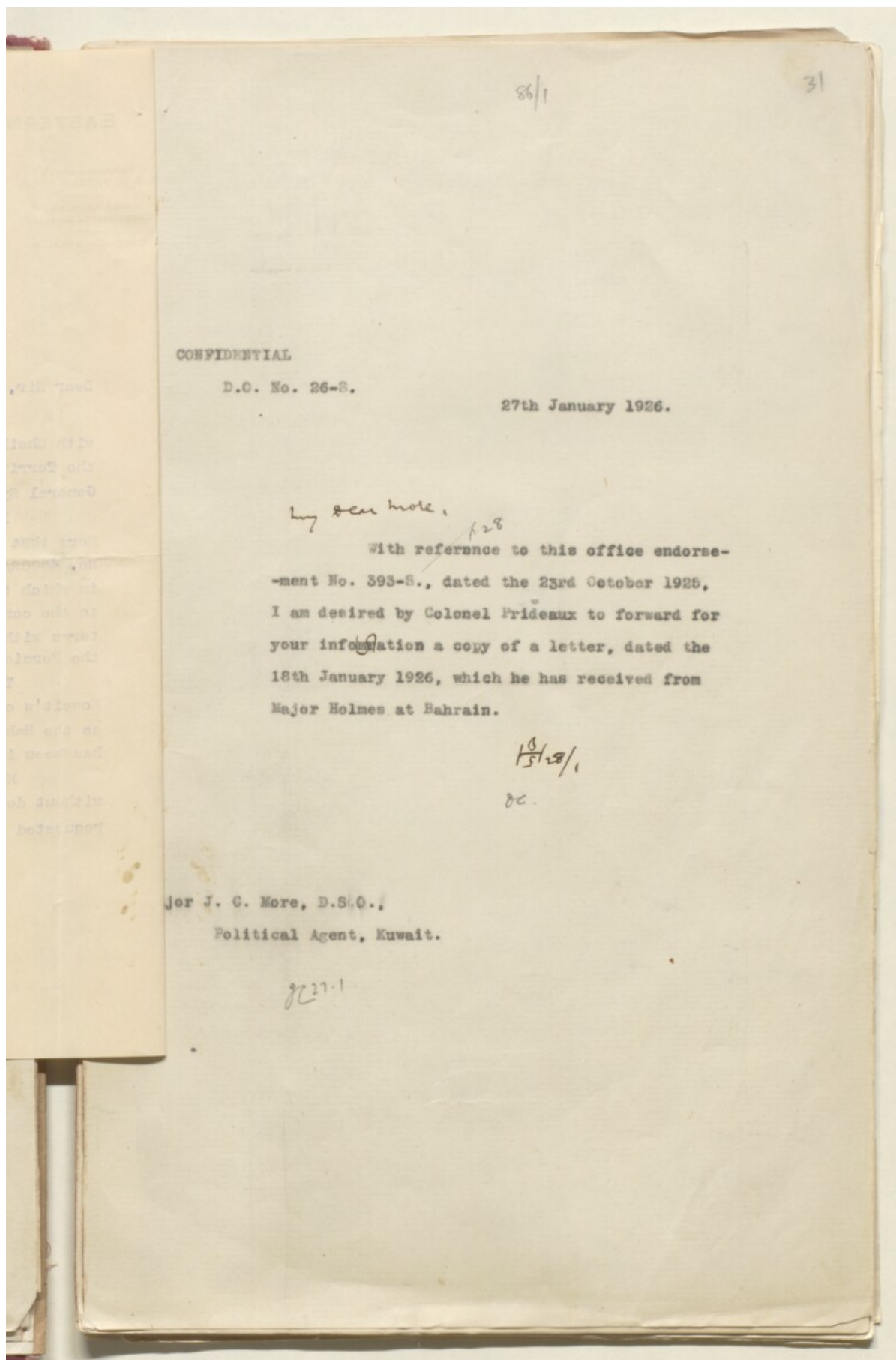












CONFIDENTIAL

D.O. No. 26-S.

27th January 1926.

My dear hole,

With reference to this office endorsement No. 393-S., dated the 23rd October 1925, I am desired by Colonel Pridenax to forward for your information a copy of a letter, dated the 18th January 1926, which he has received from Major Holmes at Bahrain.

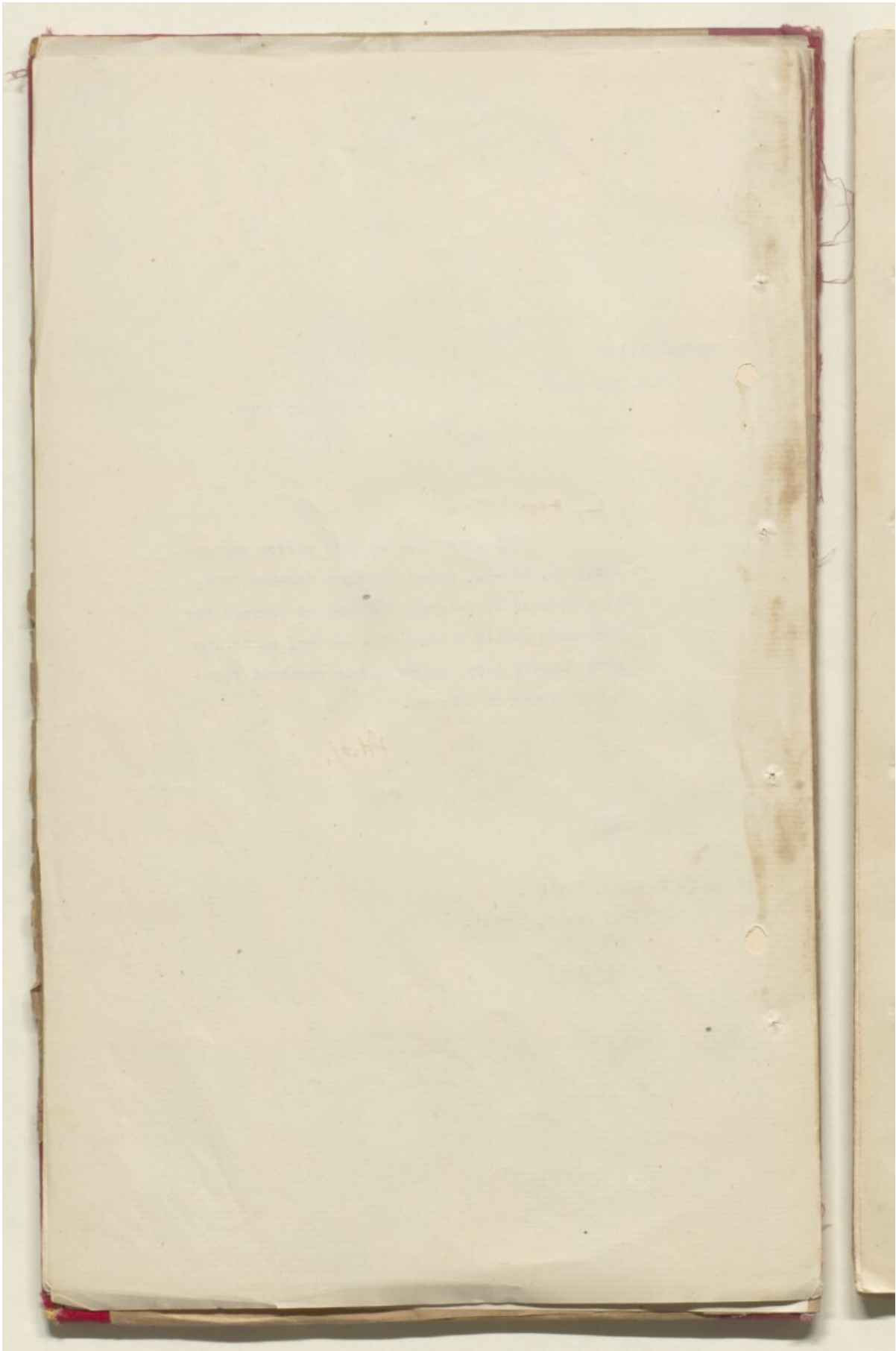
15/1/26

bc.

Major J. C. More, D.S.O.,

Political Agent, Kuwait.

J.C.M.





86/1.

32

Telegram R.  
From Political Agent, Kuwait,  
To Secretary to Resident, Bushire.  
No. 31.  
Dated 5th received 6th February 1926.

131  
Your letter semi-official 32-S (rectius 26-S)-  
Before he comes I should be glad to learn  
whether he has obtained oil concession in Bahrain.

POLITICAL.

-----

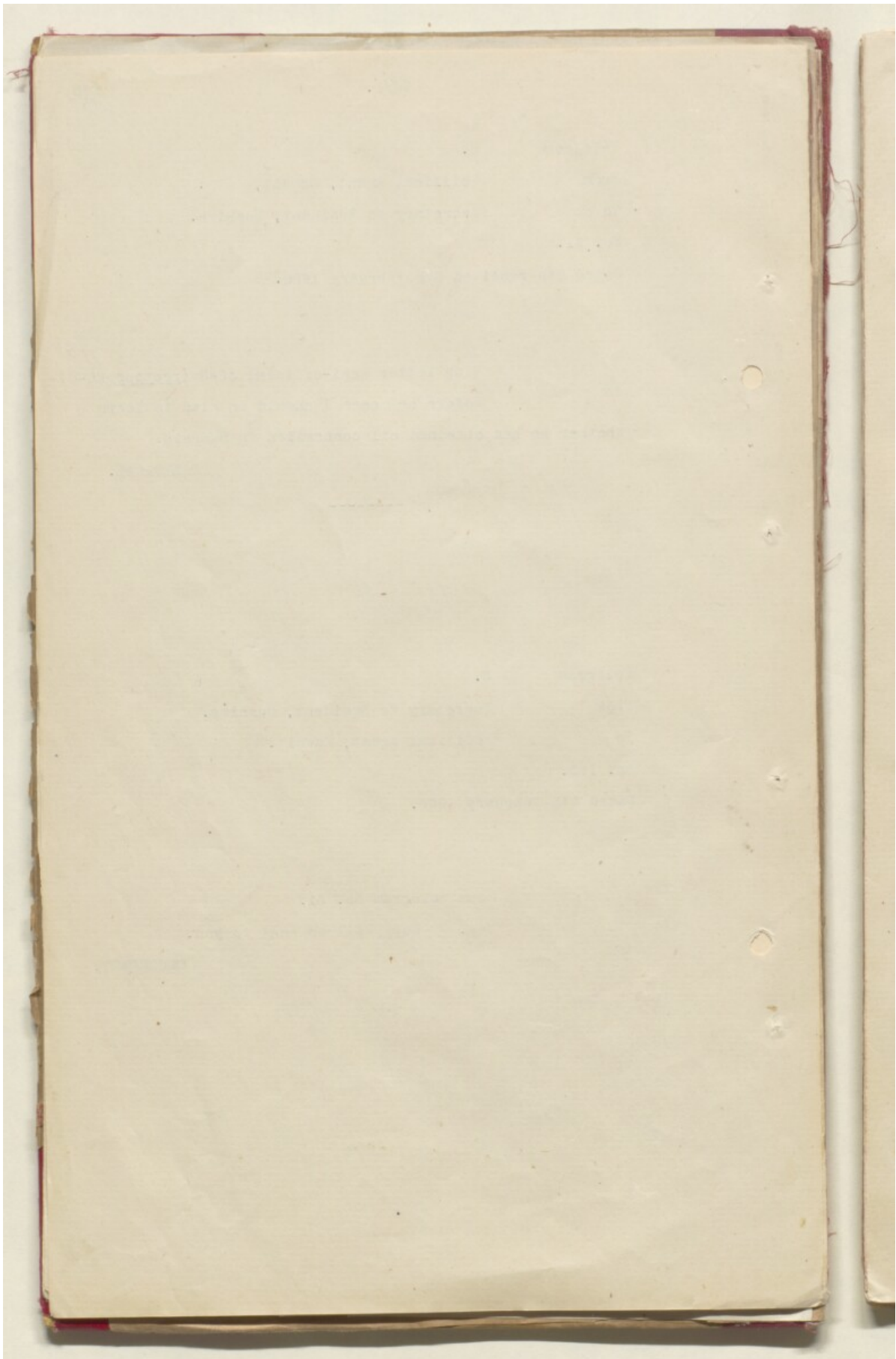
Telegram B.  
From Secretary to Resident, Bushire.  
To Political Agent, Kuwait.  
No. 103.  
Dated 8th February 1926.

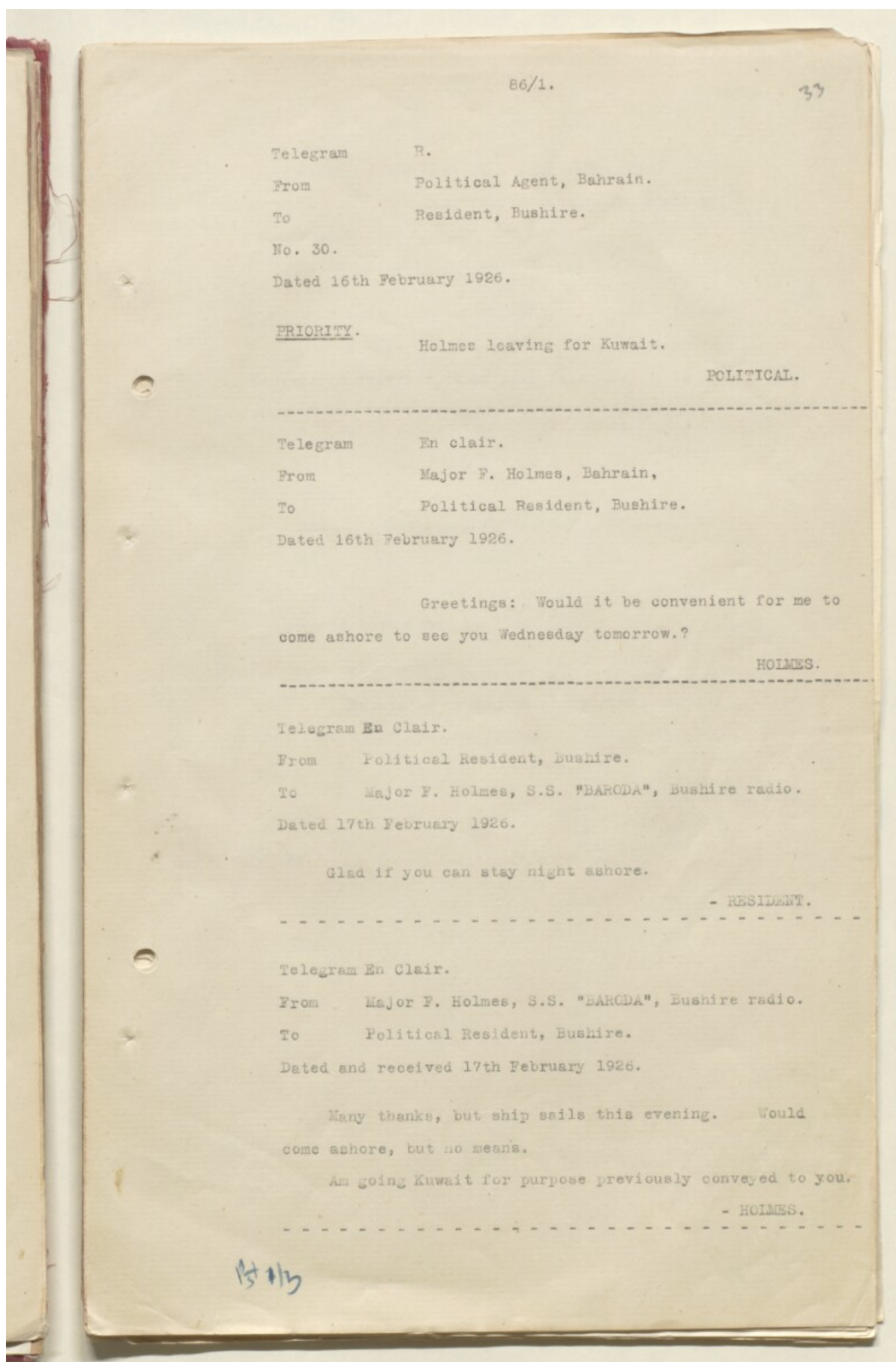
*Supra*  
Your telegram No. 31.  
Yes. Copy will be sent to you.

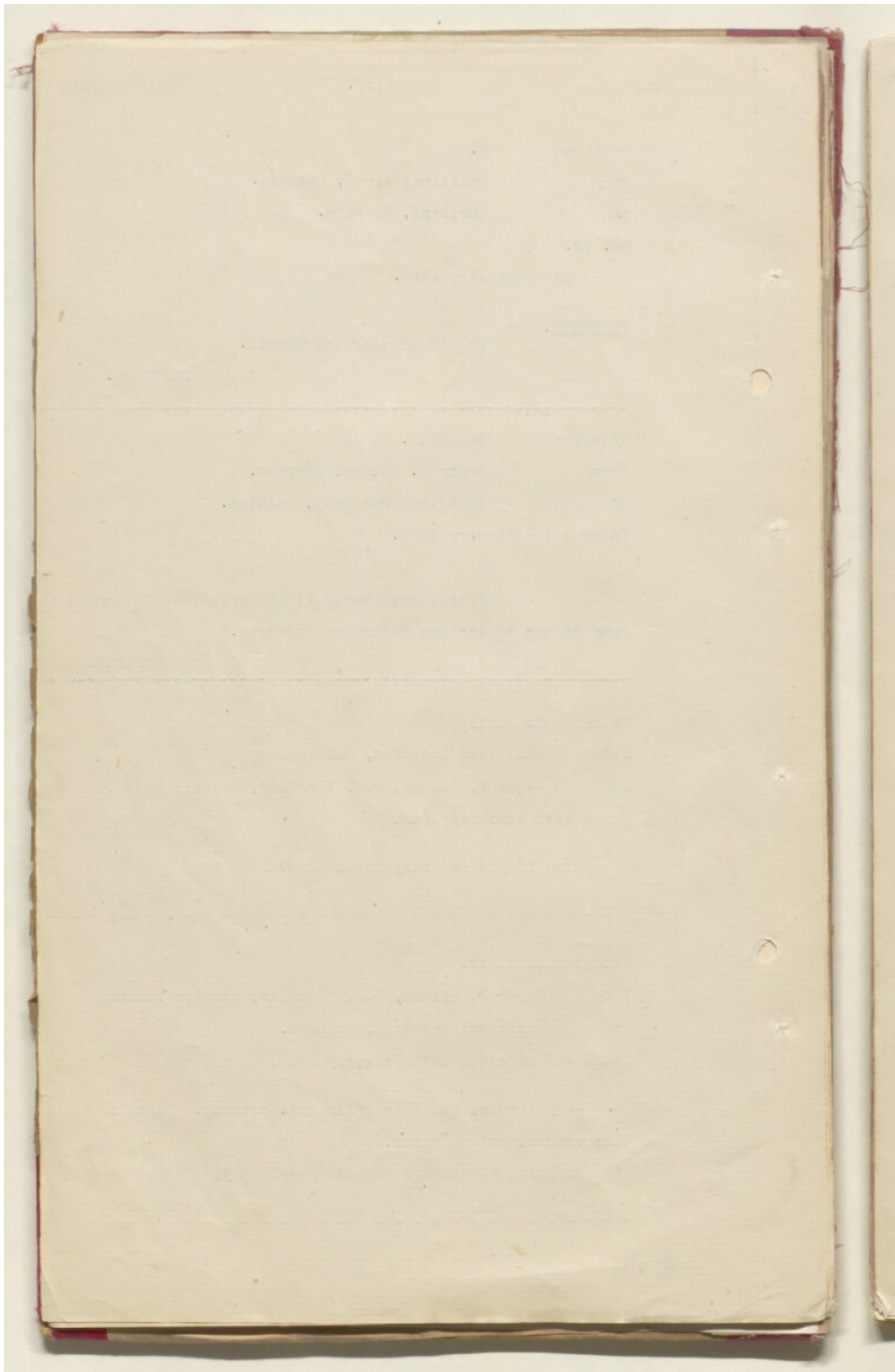
SECRETARY.

1319h













86/1/ 34

Telegram C.

From The Political Agent, Kuwait.

To The Secretary to Resident, Bushire.

No. 70.

Dated and received 24th February 1926.

Your telegram No. 103, dated the 8th February.

I have not yet received copy of Bahrain Oil  
Concession referred to in your telegram. Is it not the  
same as the draft forwarded with your despatch No. 360-S. ?  
-----

Telegram C.

From Secretary to Resident, Bushire.

To The Political Agent, Kuwait.

No. 146.

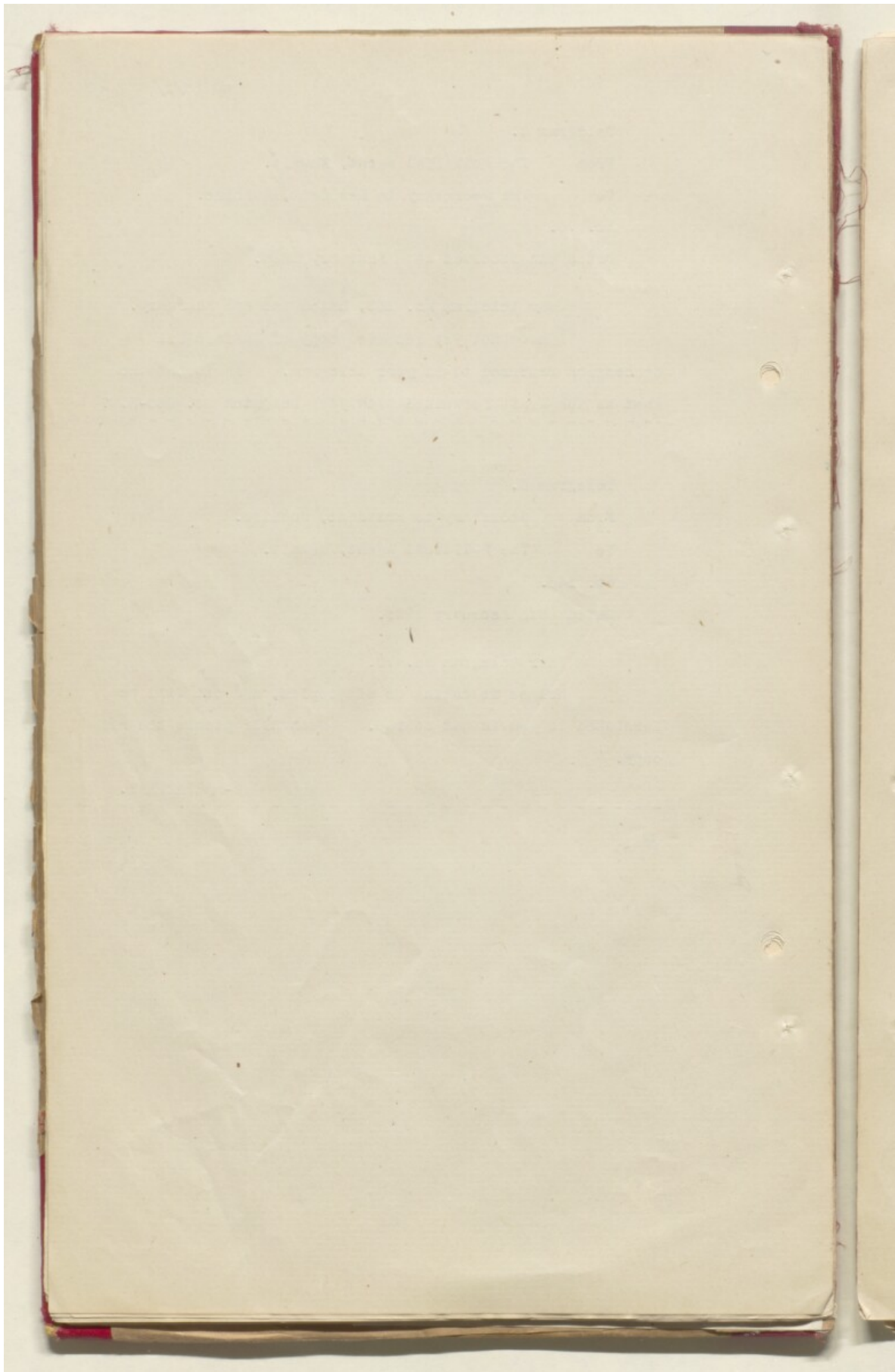
Dated 25th February 1926.

Your telegram No. 70.

Holmes is making us six copies, and one will be  
furnished to you in due course. Meanwhile please see his  
copy.

- SECRETARY.

A  
2  
19/1/26





86/1  
B5

Telegram.  
From Major Holmes, The Eastern and General Syndicate,  
Limited, Kuwait.  
To H.M. Political Resident, Bushire.  
Unnumbered.  
Dated 25th received 26th February 1926.

I wish to come to see you, and propose arriving Bushire  
by fast down mail about 1st March. Would it be convenient  
to put me up; if not, could your Secretary arrange otherwise for  
me? Kindly reply.

- HOLMES.

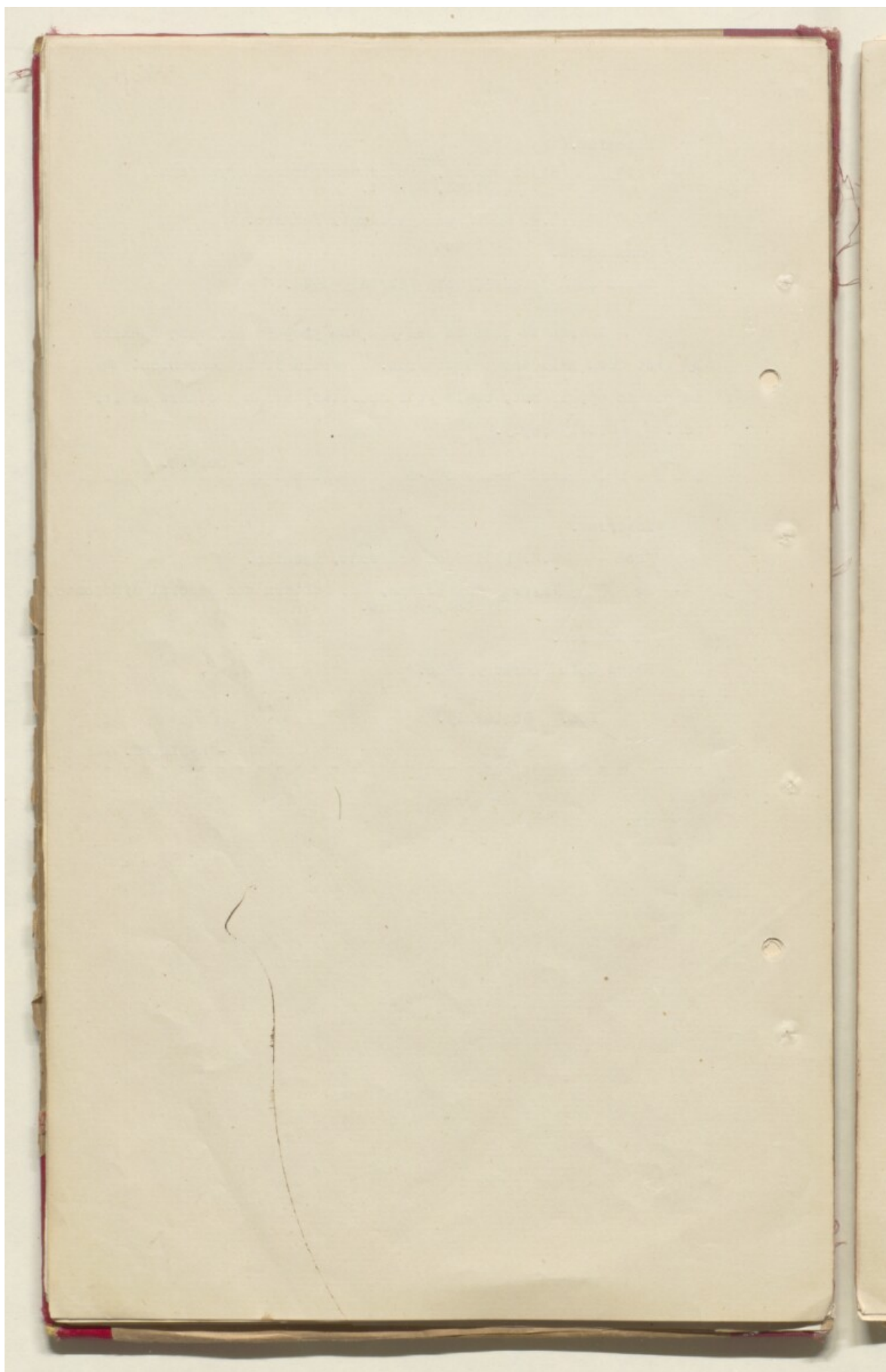
Telegram.  
From H.M. Political Resident, Bushire.  
To Major Frank Holmes, The Eastern and General Syndicate,  
Limited, Kuwait.  
Unnumbered.  
Dated 26th February 1926.

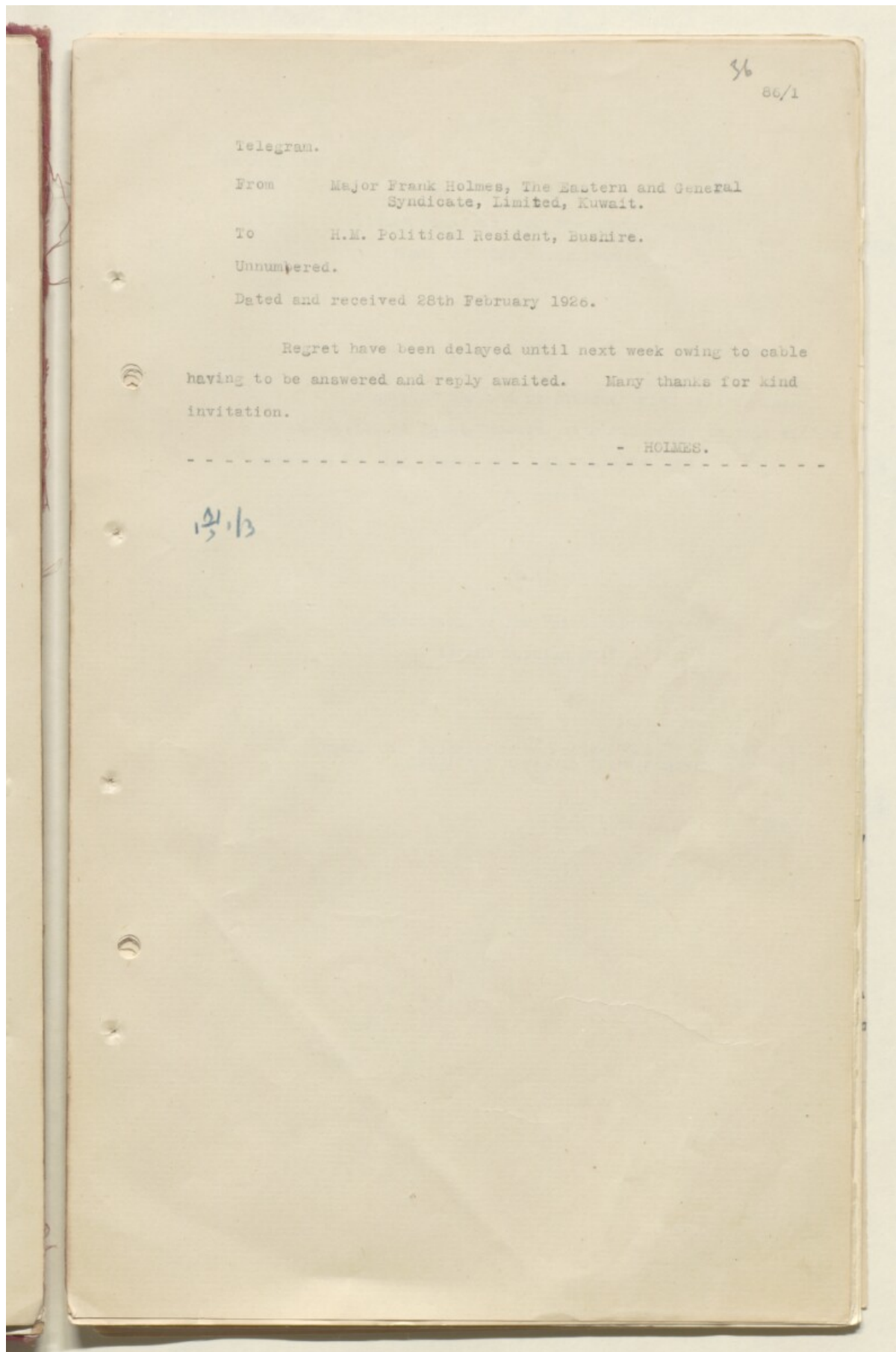
Yes. Certainly.

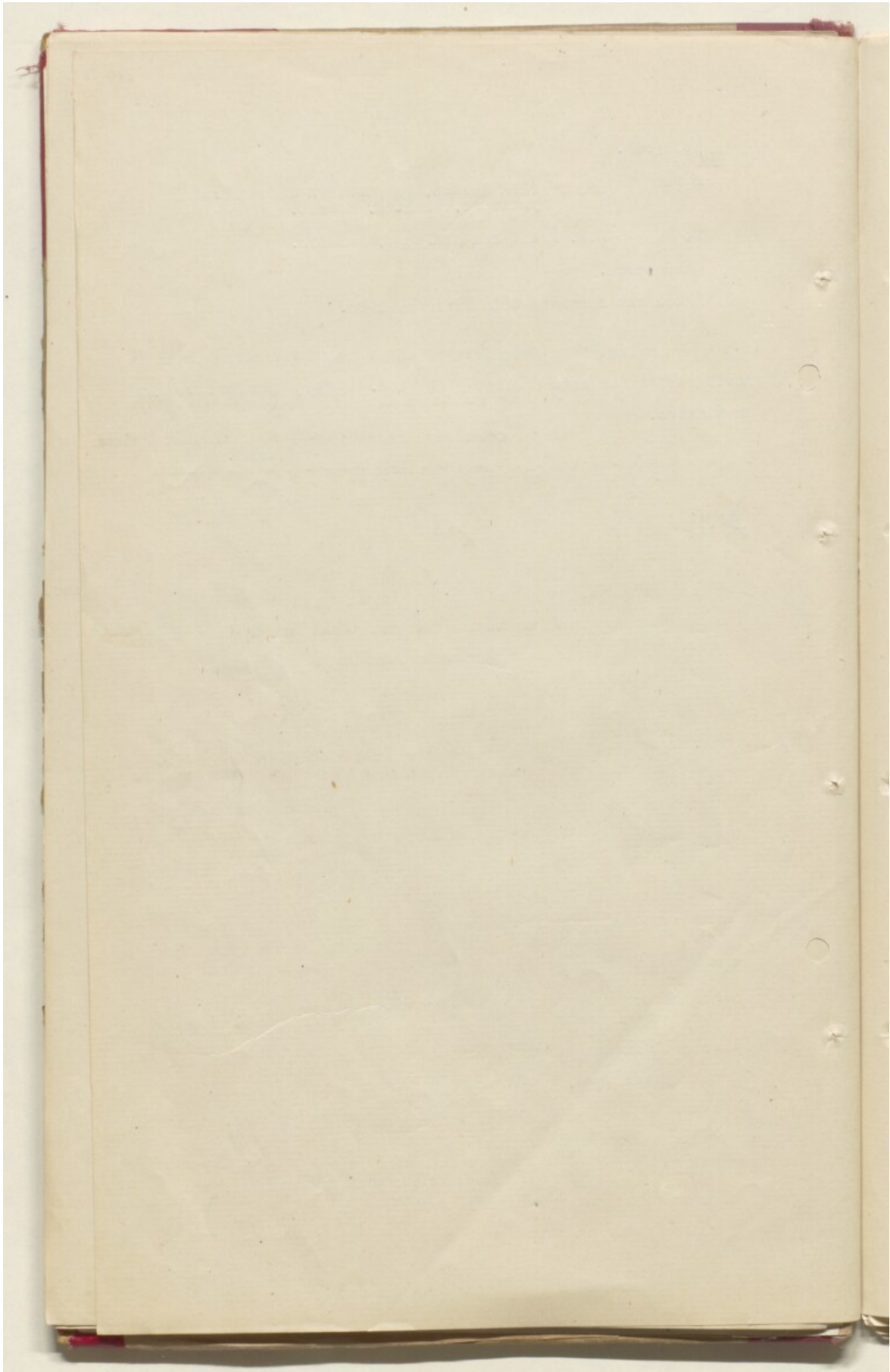
- RESIDENT.

B5/1b













8/1 37  
CONFIDENTIAL.

No. 78-S of 1926.

British Residency and Consulate-General,

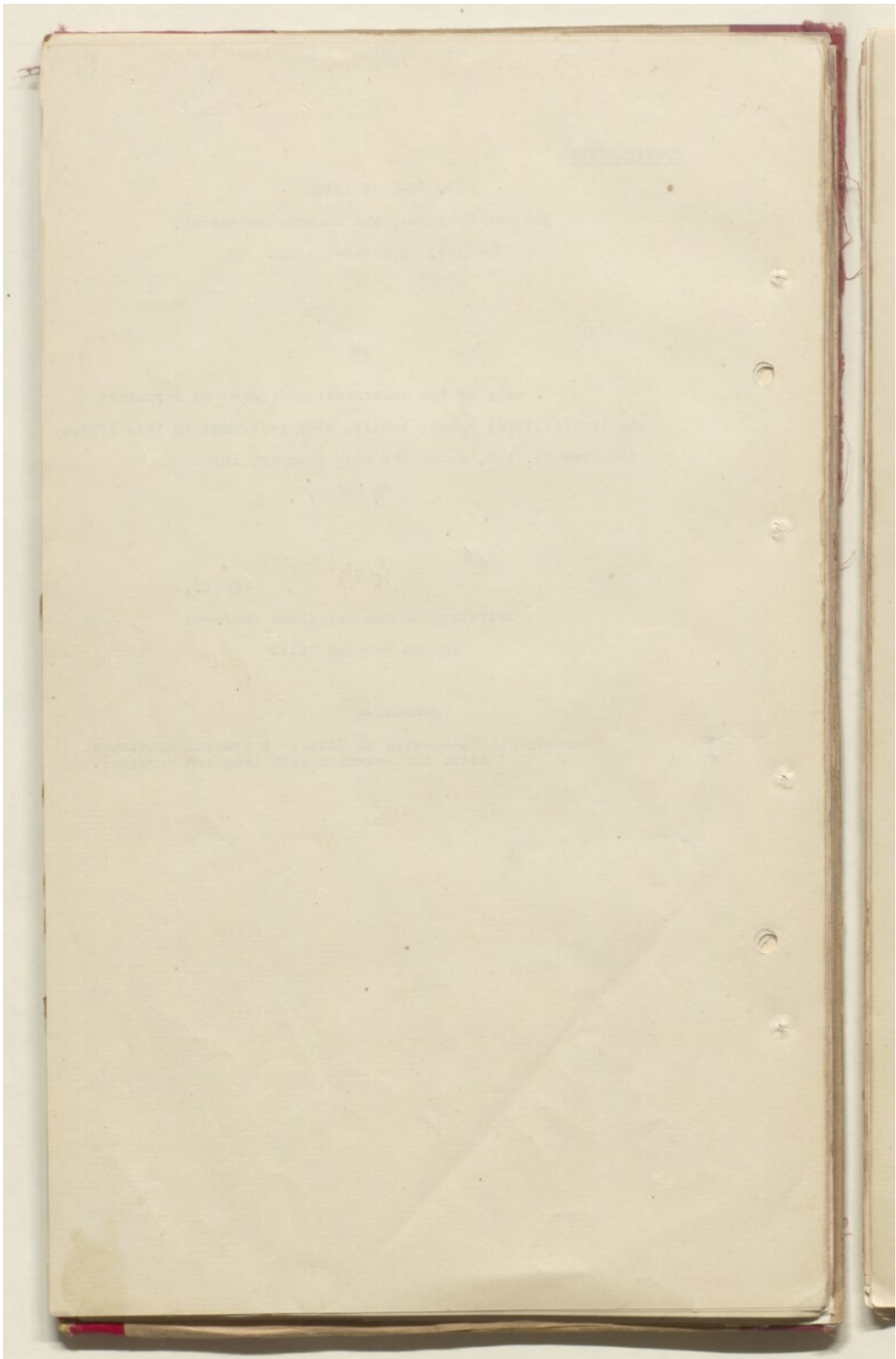
Bushire, 3rd March 1926.

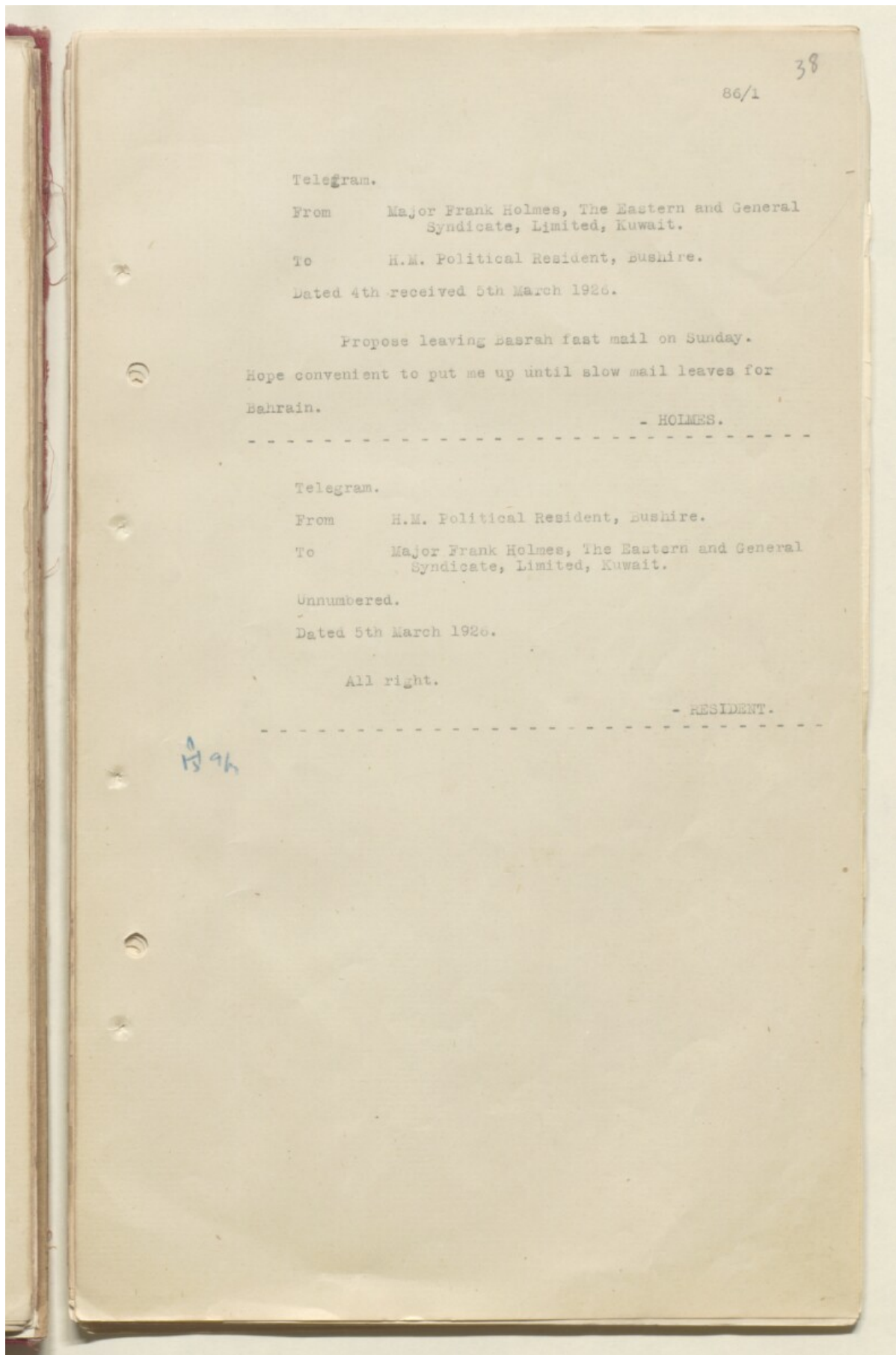
34  
A copy of the undermentioned paper is forwarded  
to the Political Agent, Kuwait, with reference to this office  
telegram No. 146, dated the 25th February 1926.

By order,

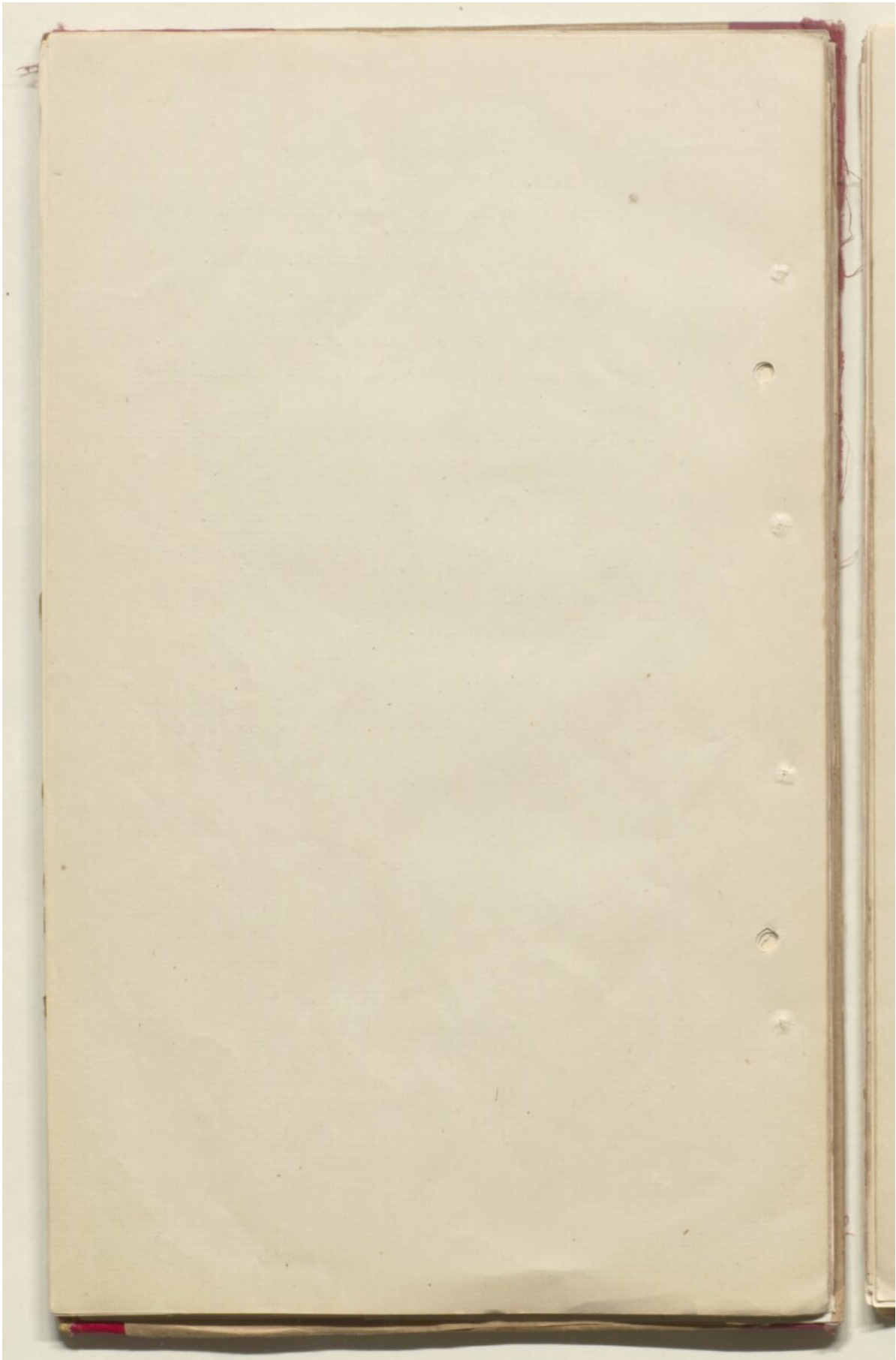
o.c. 13/3/3 Capt.,  
Secretary to the Political Resident  
in the Persian Gulf.

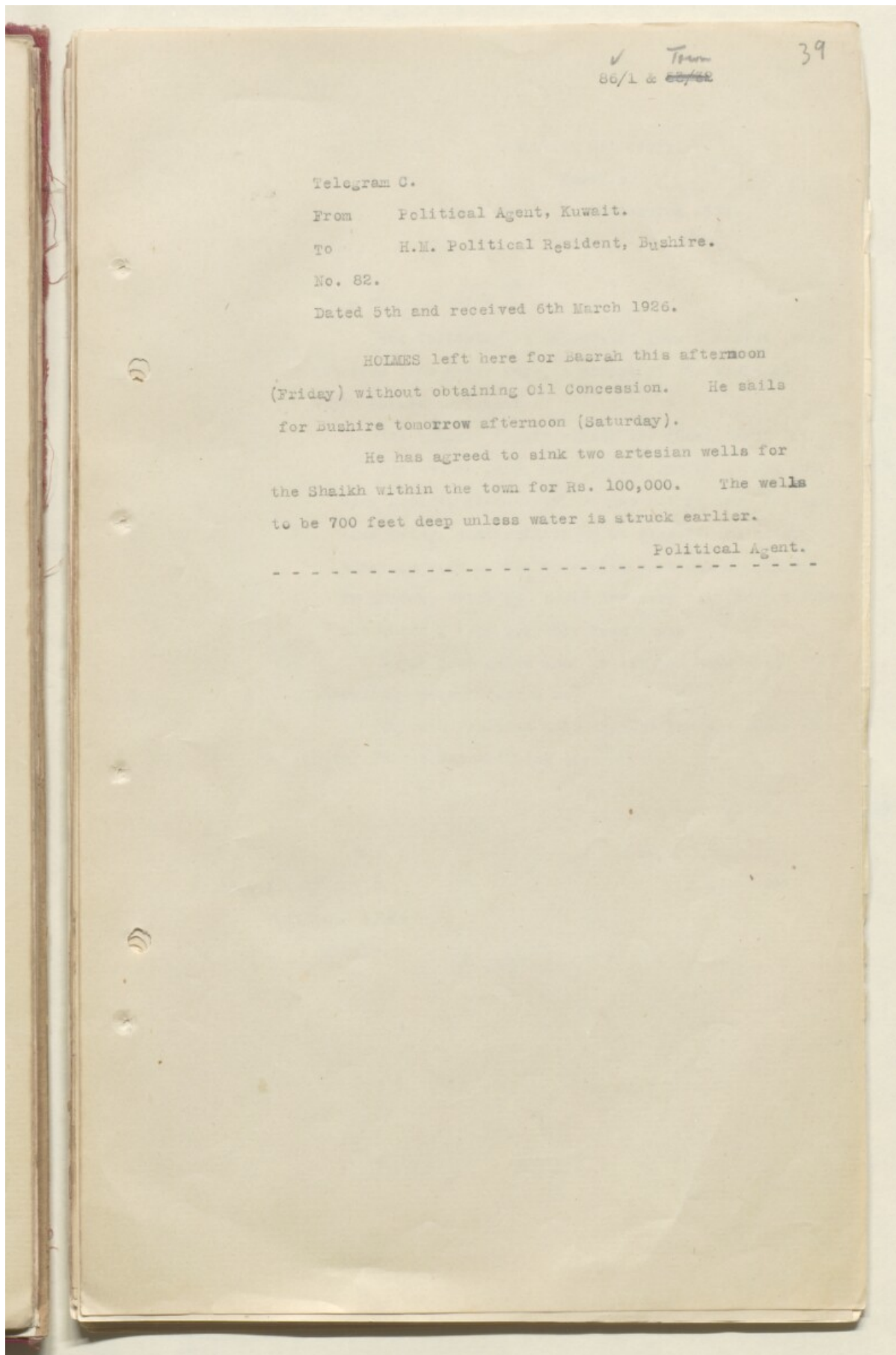
-----  
Bahrain Oil Concession to Eastern & General Syndicate,  
dated 2nd December 1925 (English version).  
jo

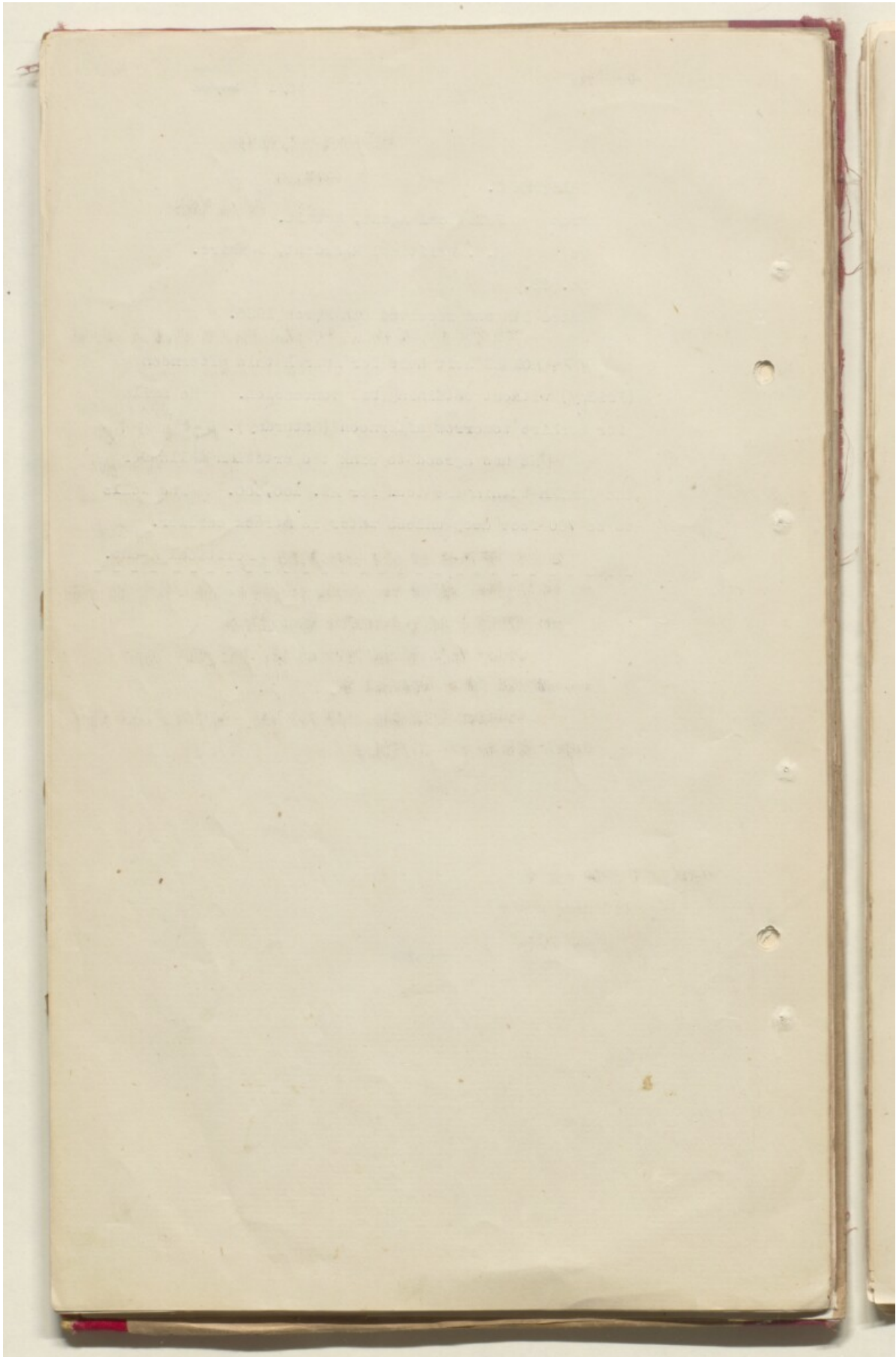
















D.O.No. 110-S.

British Residency,  
Bushire.

22nd March 1926.

*My dear Major.*

The following is an extract from a recent letter received from Major More, a propos of the visit of Major Holmes to Kuwait:-

"He had only really raised the question of the Oil Concession once, and, as the Sheikh seemed not very keen to discuss it, he had let it drop for the time being, particularly as he himself was in now hurry in view of the something that was happening in London, which he could not very well tell me about but which I very probably knew about of".

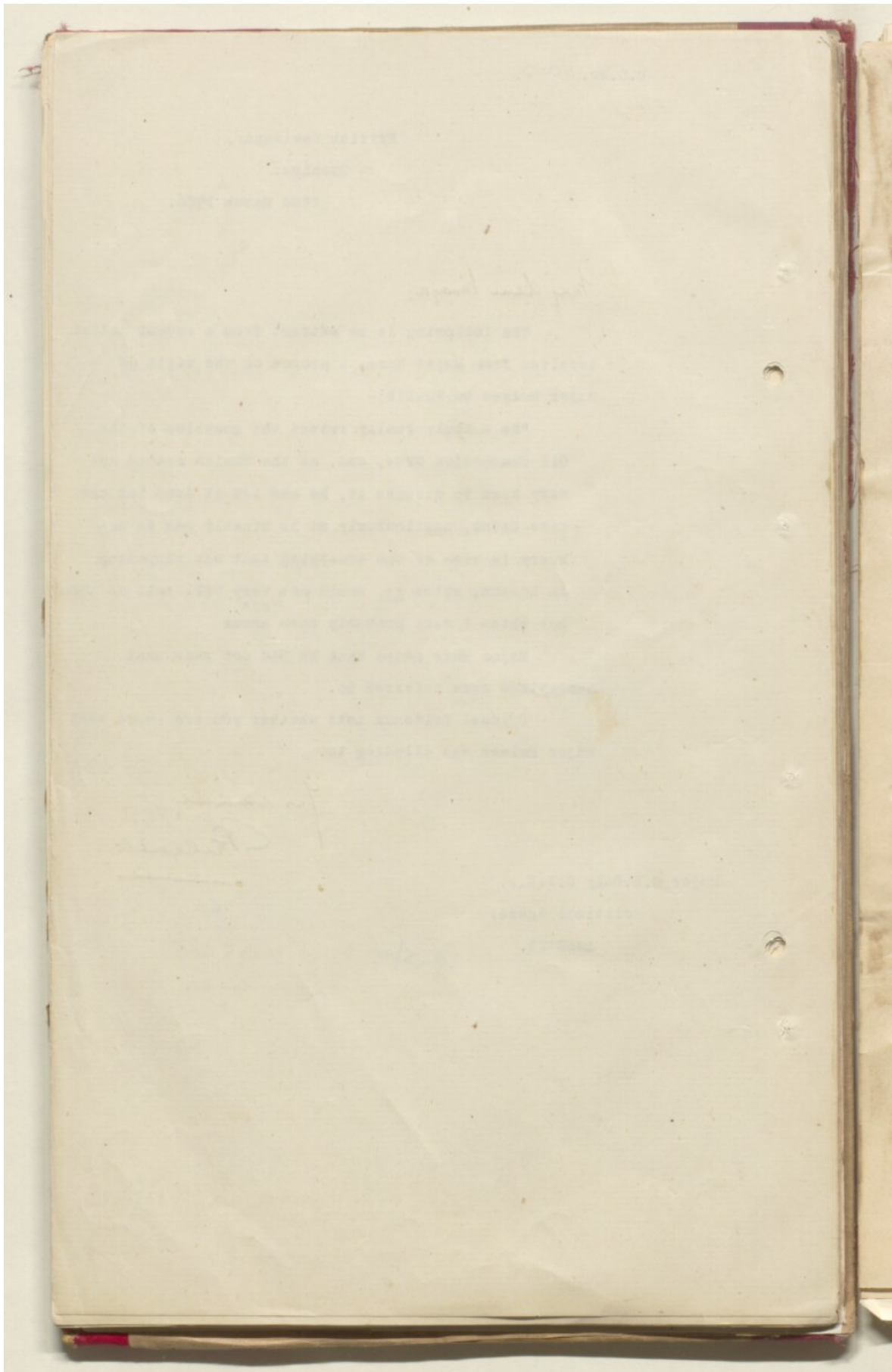
Major More added that he did not know what happenings were referred to.

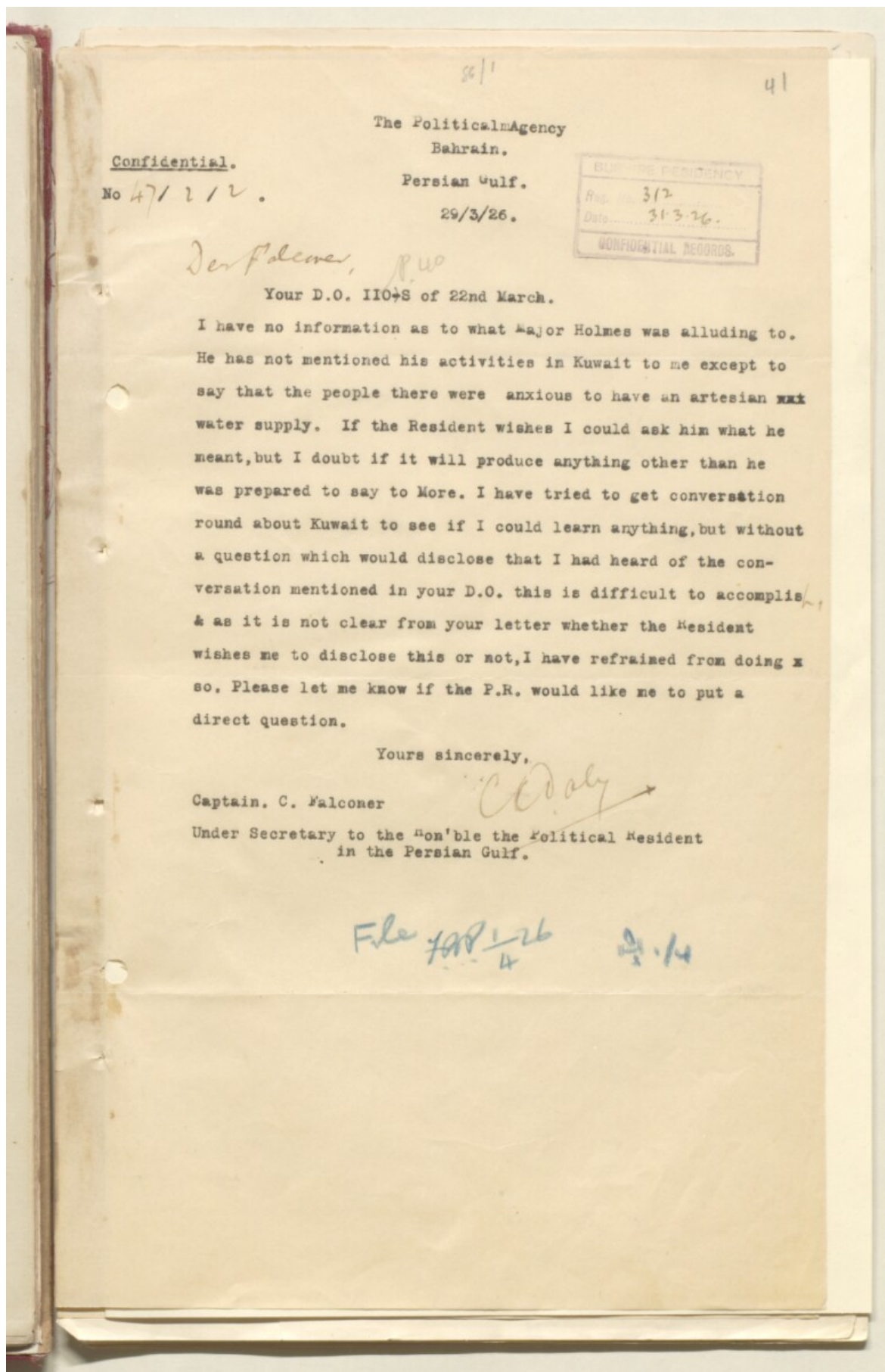
Colonel Frideaux asks whether you are aware what Major Holmes was alluding to.

*Yours sincerely*  
*C. Frideaux.*

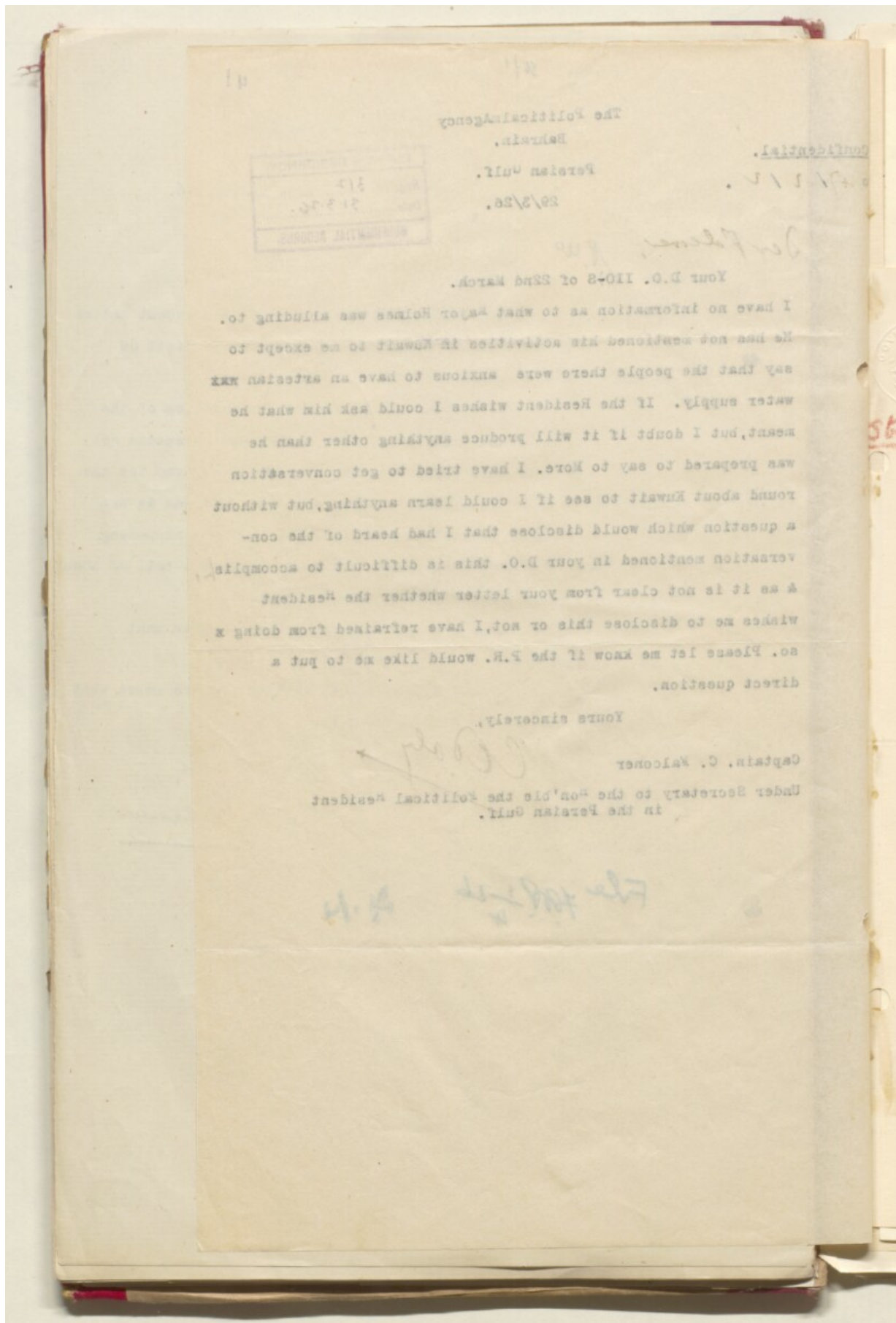
Major C.K.Daly C.I.E.,  
Political Agent,  
BAHRAIN.

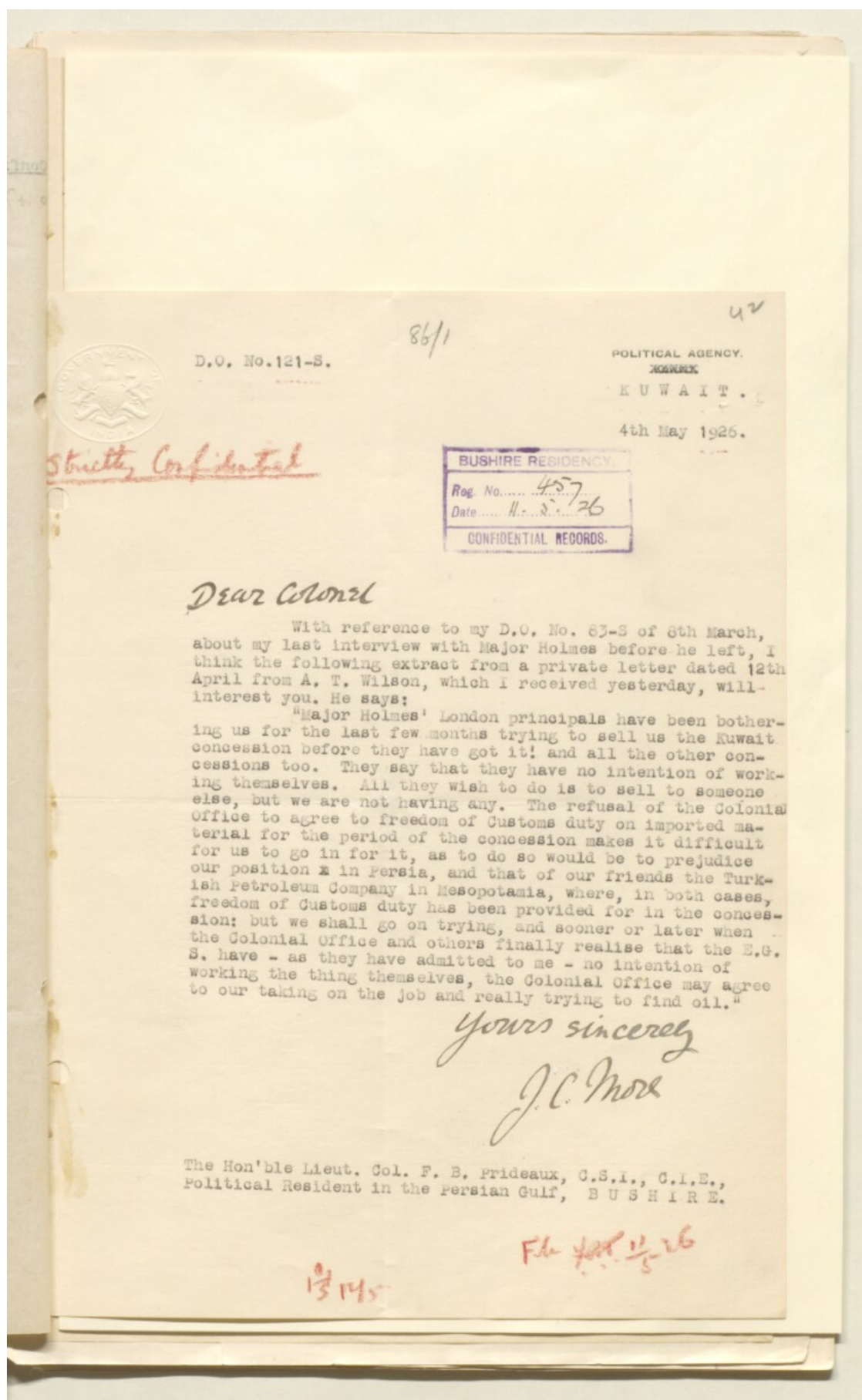
*B-24*

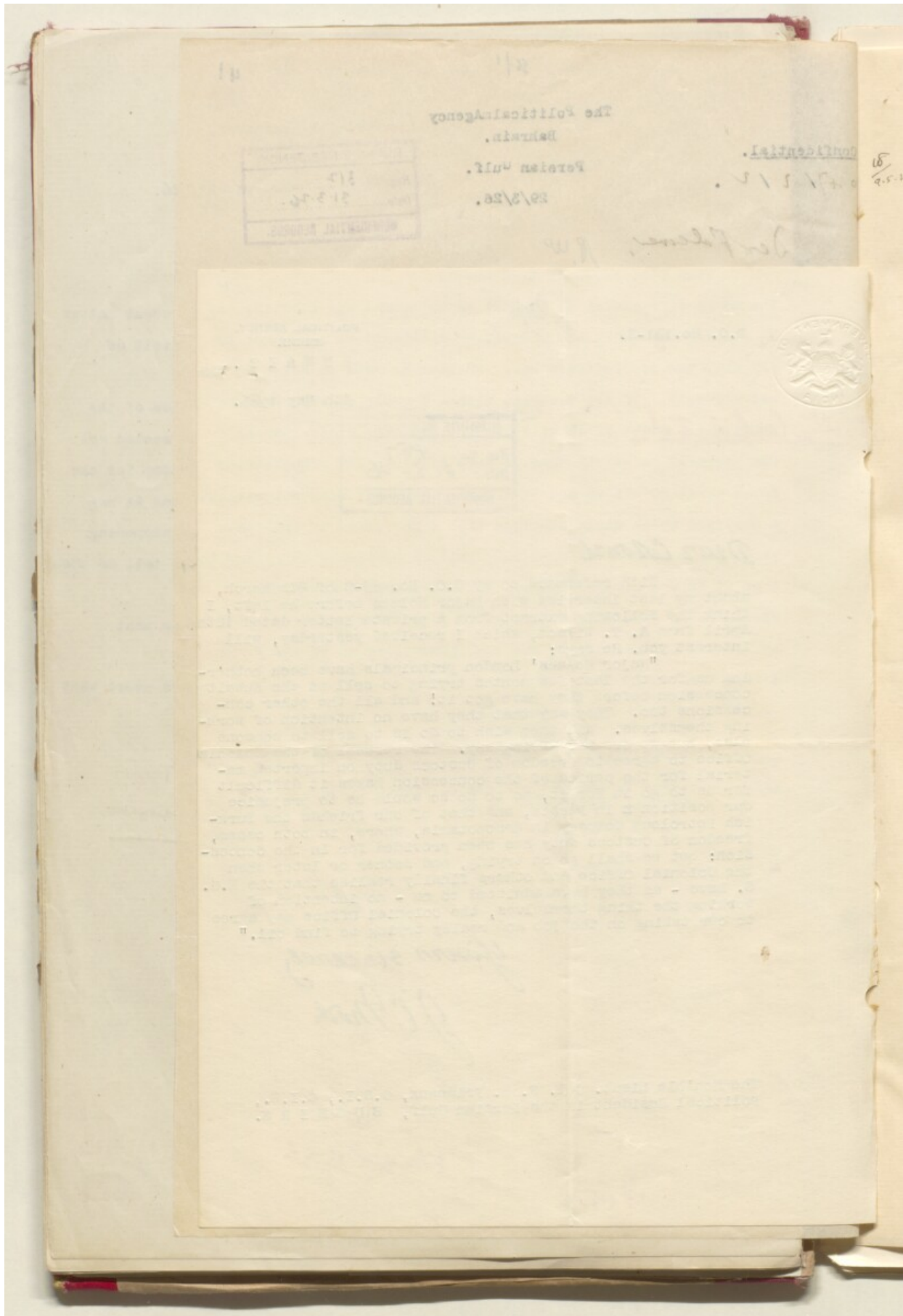




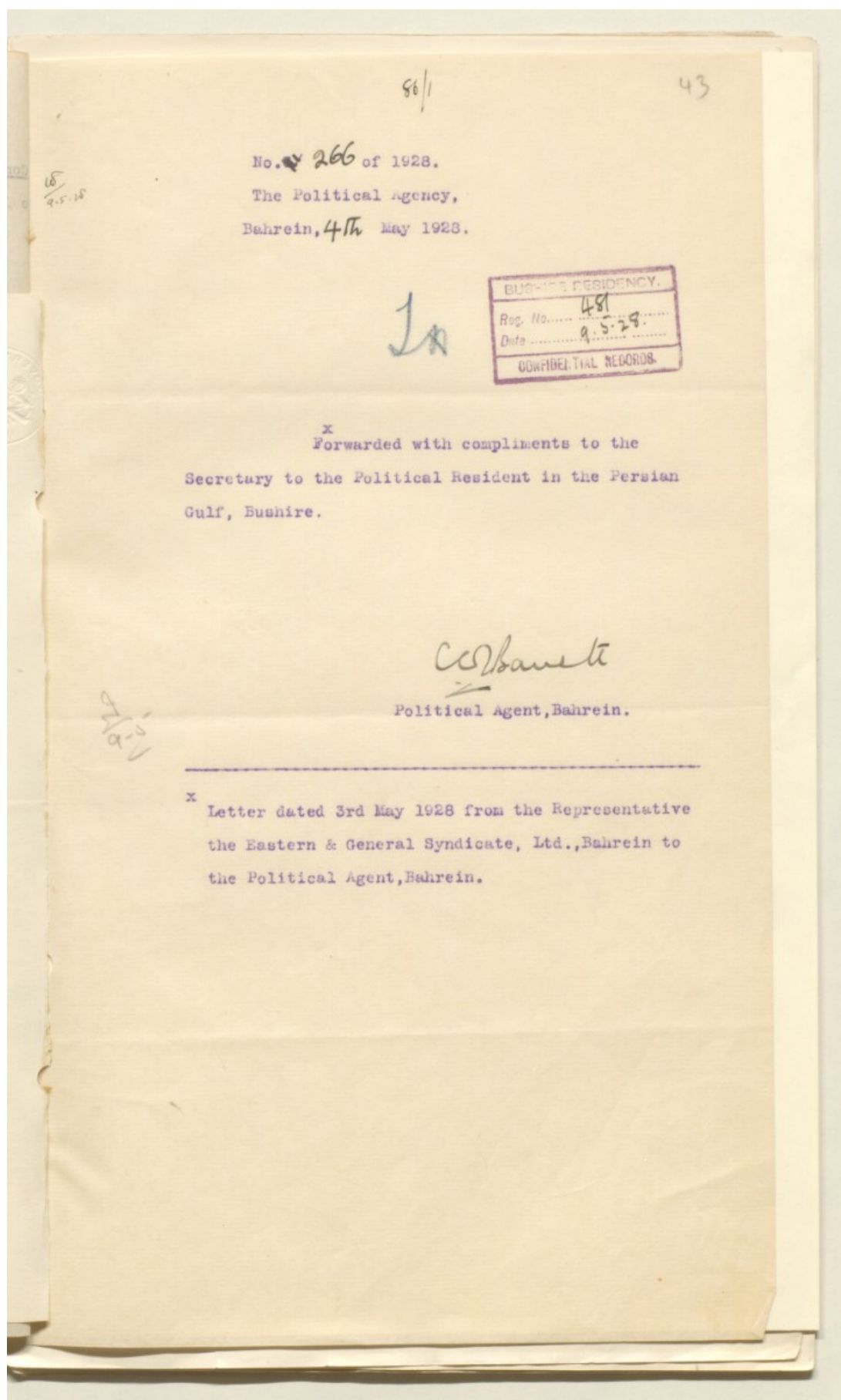












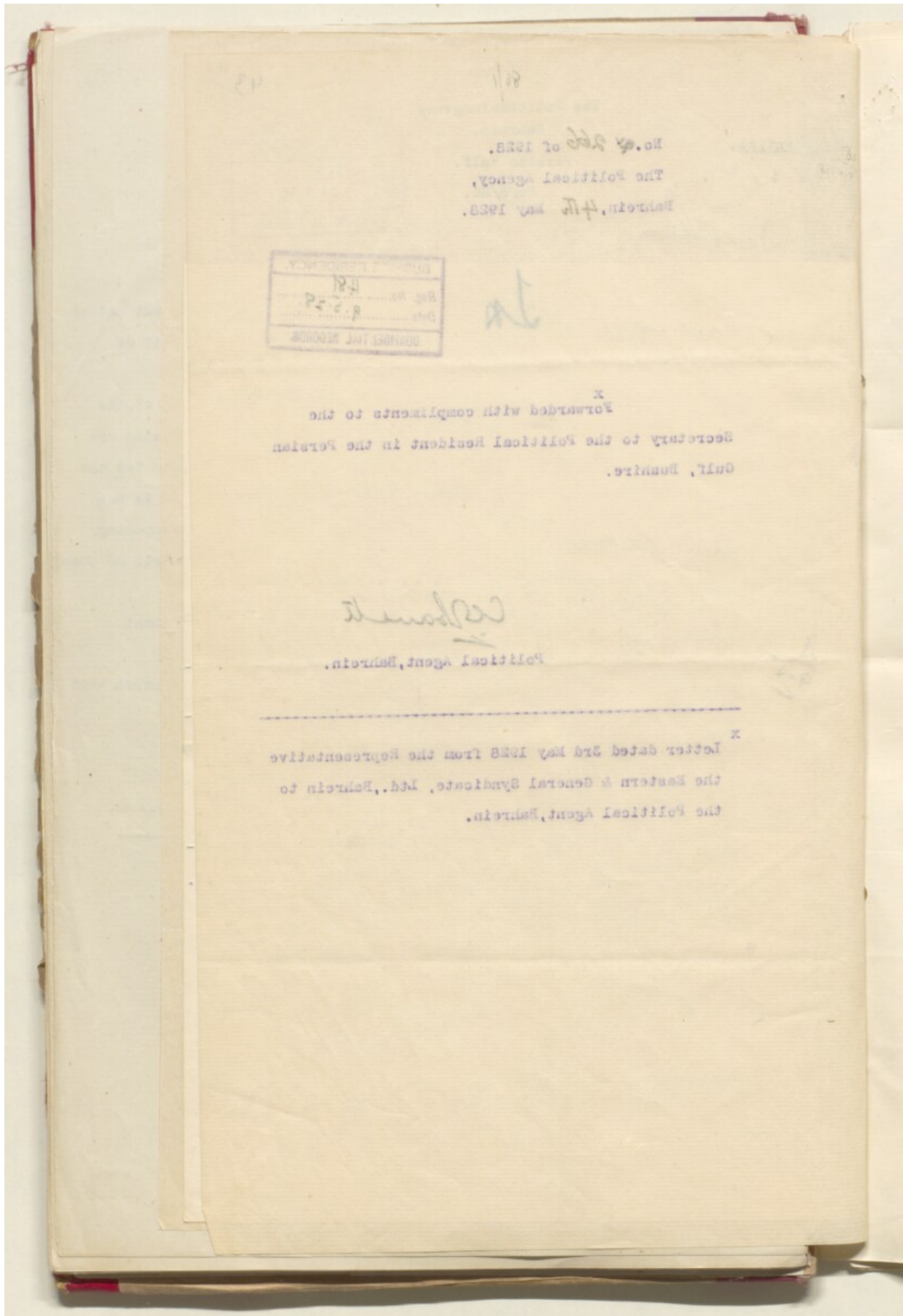
86/1 43  
No. 266 of 1928.  
The Political Agency,  
Bahrein, 4th May 1928.



X  
Forwarded with compliments to the  
Secretary to the Political Resident in the Persian  
Gulf, Bushire.

*C. Corbett*  
Political Agent, Bahrein.

X  
Letter dated 3rd May 1928 from the Representative  
the Eastern & General Syndicate, Ltd., Bahrein to  
the Political Agent, Bahrein.





44

Bahrein. 3rd, May 1928.

To.

His B. Maj's Political Agent,  
B A H R E I N.

Sir,

During the latter portion of Col. Prideaux's term of office as Political Resident of the Persian Gulf the Colonial Office gave permission to The Eastern & General Syndicate Limited to negotiate an Oil Concession with the Sheikh of Koweit. The Concession terms and conditions to be on the same lines as the Bahrein Oil Concession granted to The Eastern & General Syndicate Limited on December 2nd 1925 by the Sheikh of Bahrein. The Concession Agreement has to be sanctioned by the Political Resident of the Persian Gulf before it becomes valid.

When the permission was given by the Colonial Office Col. Prideaux suggested that it was not an opportune moment to approach the Sheikh of Koweit and suggested that it would be better to delay approaching the Sheikh for a time.

I am now instructed by The Eastern & General Syndicate Limited as its Representative to approach the Sheikh of Koweit to see if he be willing to discuss and grant an Oil Concession covering his Territory.

I would therefore be glad if you will forward this letter to the Hon. The Political Resident of the Persian Gulf with <sup>the</sup> request that the Political Agent in Koweit be instructed to inform the Sheikh of Koweit in writing, that The Eastern & General Syndicate Limited have permission from the Colonial Office to negotiate with him if he be willing to do so an Oil Concession for Koweit Territory.

I shall be much obliged if the Hon. The Political Resident of the Persian Gulf would advise the Political Agent at Koweit to inform the Sheikh as above requested as soon as possible so that I may call, see and sound the Sheikh of Koweit as to his wishes in the matter on my way home to England towards the end of the present month.

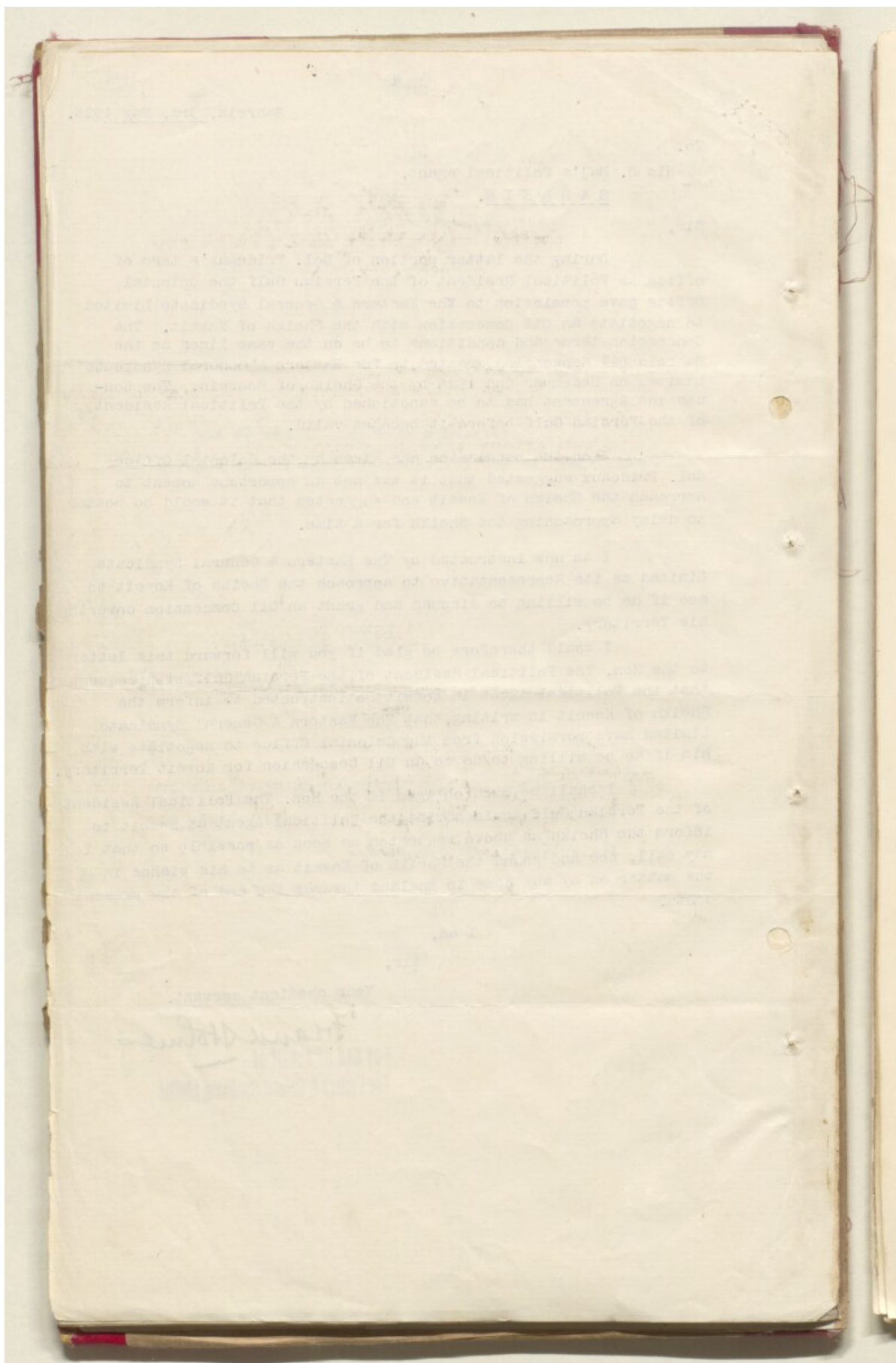
I am,

Sir,

Your obedient servant.

*Frank Holmes*  
For and on behalf of  
The Eastern & General Syndicate, Limited.







56/1 45

CONFIDENTIAL.

No. 209-S. of 1928.

British Residency and Consulate-General,  
Bushire, 20th May 1928.

A copy of the undermentioned paper is forwarded  
to the Political Agent, Kuwait, with reference to corres-  
-pondence ending with his telegram No. 82, dated 5th  
March 1926.

139  
By order,

OC

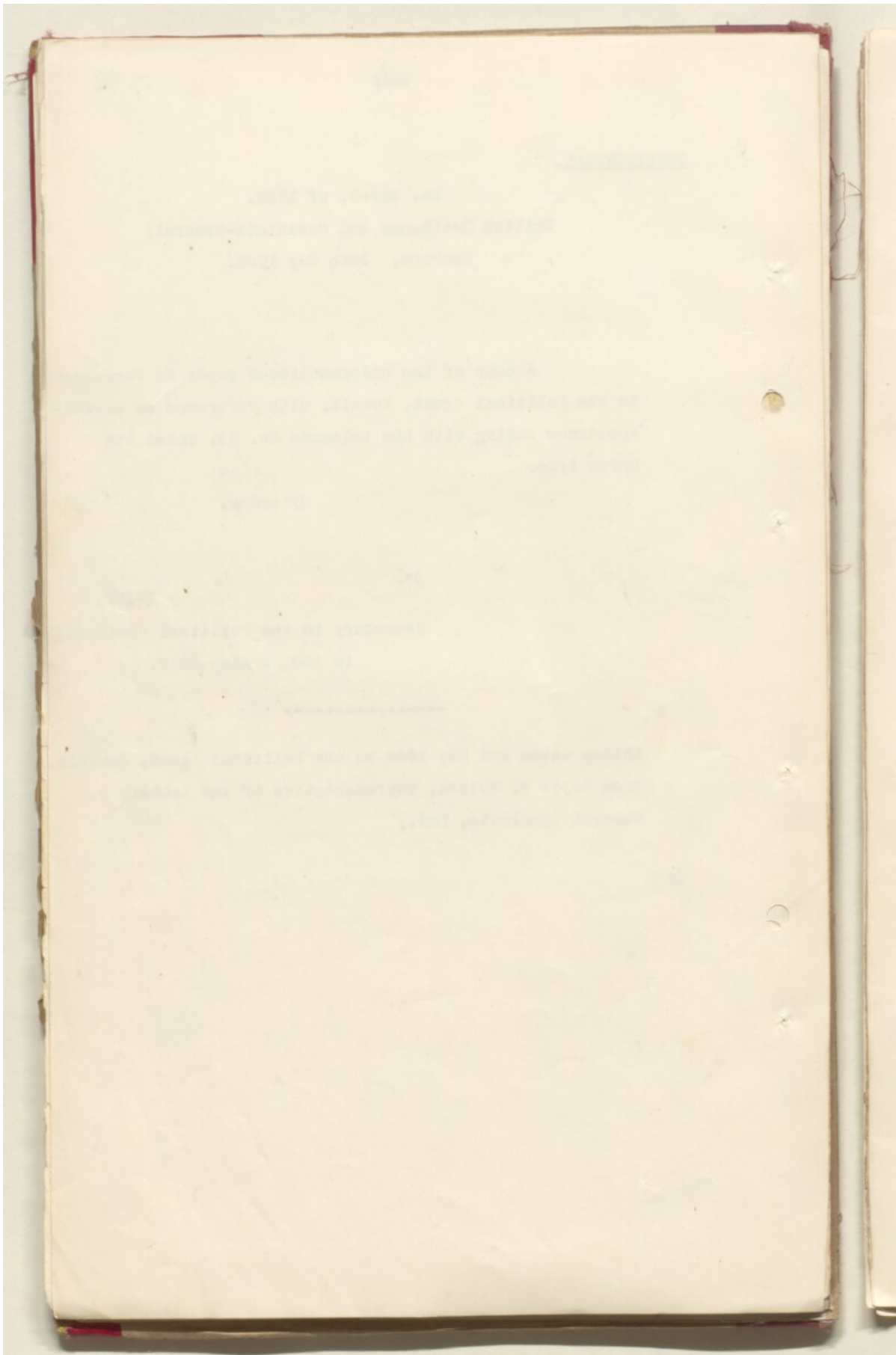
W.

Major,

Secretary to the Political Resident  
in the Persian Gulf.

-----  
P.W.  
Letter dated 3rd May 1928 to the Political Agent, Bahrain,  
from Major F. Holmes, representative of the Eastern &  
General Syndicate, Ltd.,

je







86/1.

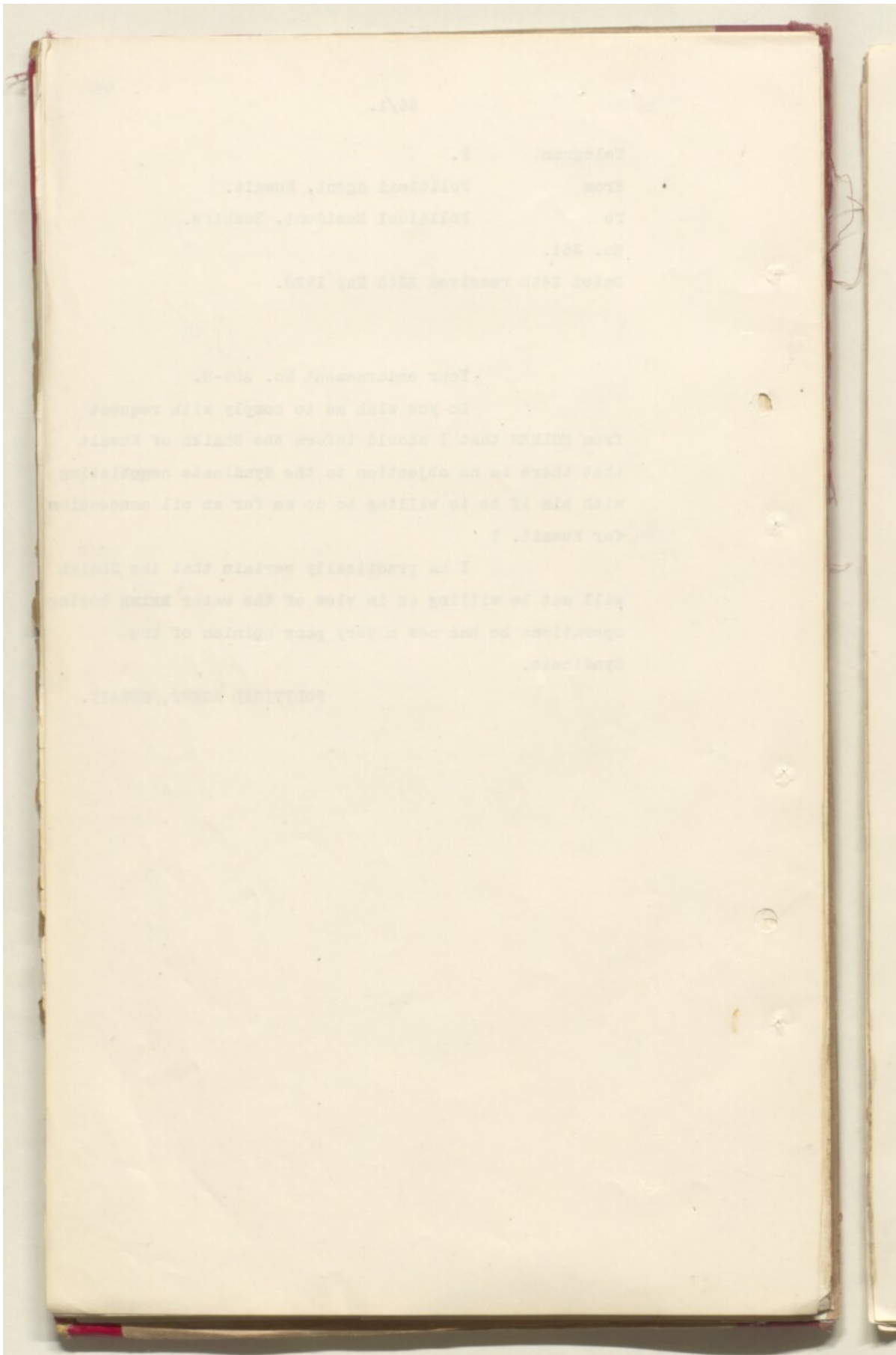
Telegram P.  
From Political Agent, Kuwait.  
To Political Resident, Bushire.  
No. 361.  
Dated 24th received 25th May 1928.

Your endorsement No. 209-S.

Do you wish me to comply with request from HOLMES that I should inform the Shaikh of Kuwait that there is no objection to the Syndicate negotiating with him if he is willing to do so for an oil concession for Kuwait. ?

I am practically certain that the Shaikh will not be willing as in view of the water ~~bring~~ boring operations he has now a very poor opinion of the Syndicate.

POLITICAL AGENT, KUWAIT.





86/1. 47

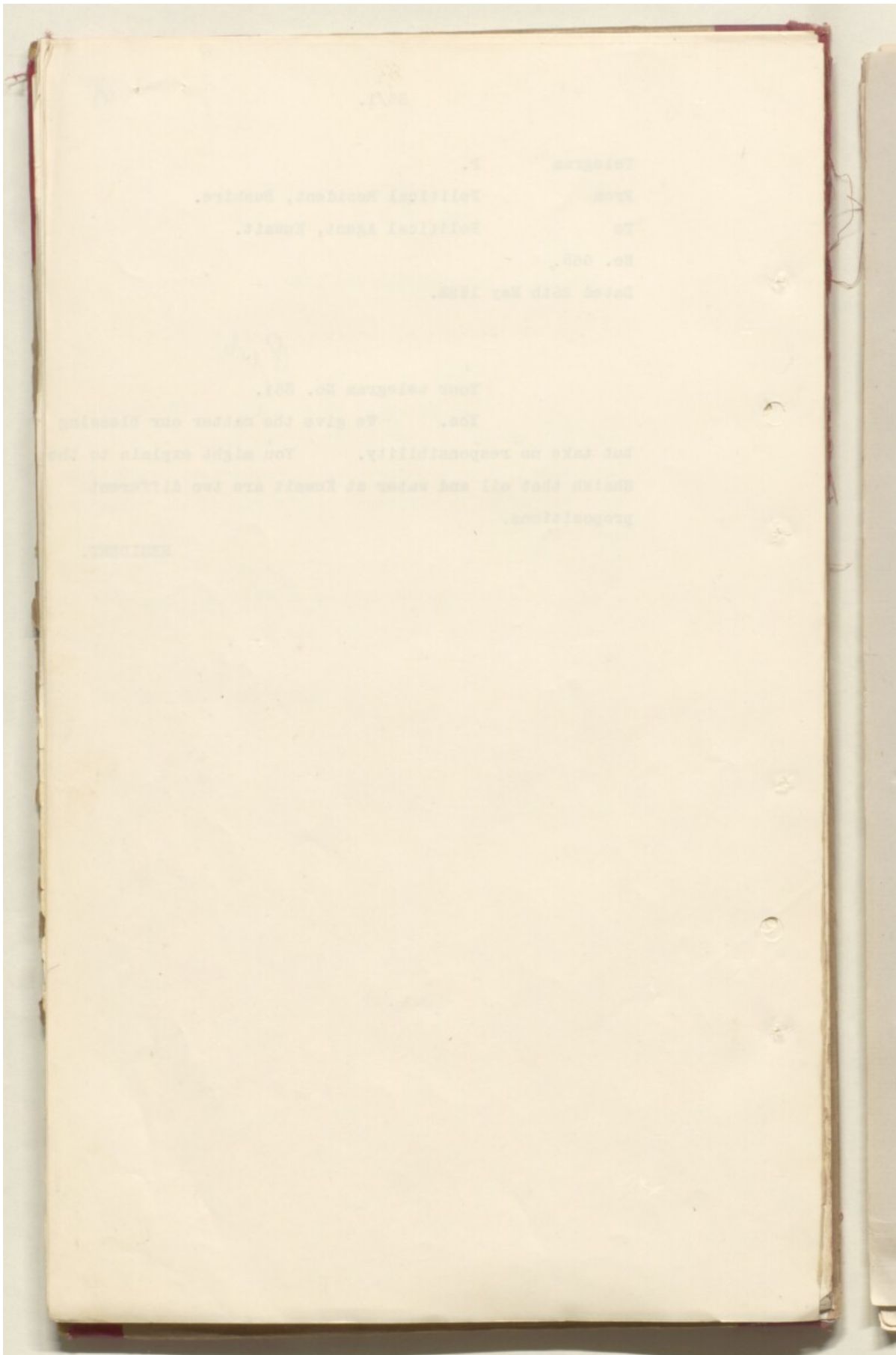
Telegram P.  
From Political Resident, Bushire.  
To Political Agent, Kuwait.  
No. 665.  
Dated 26th May 1928.

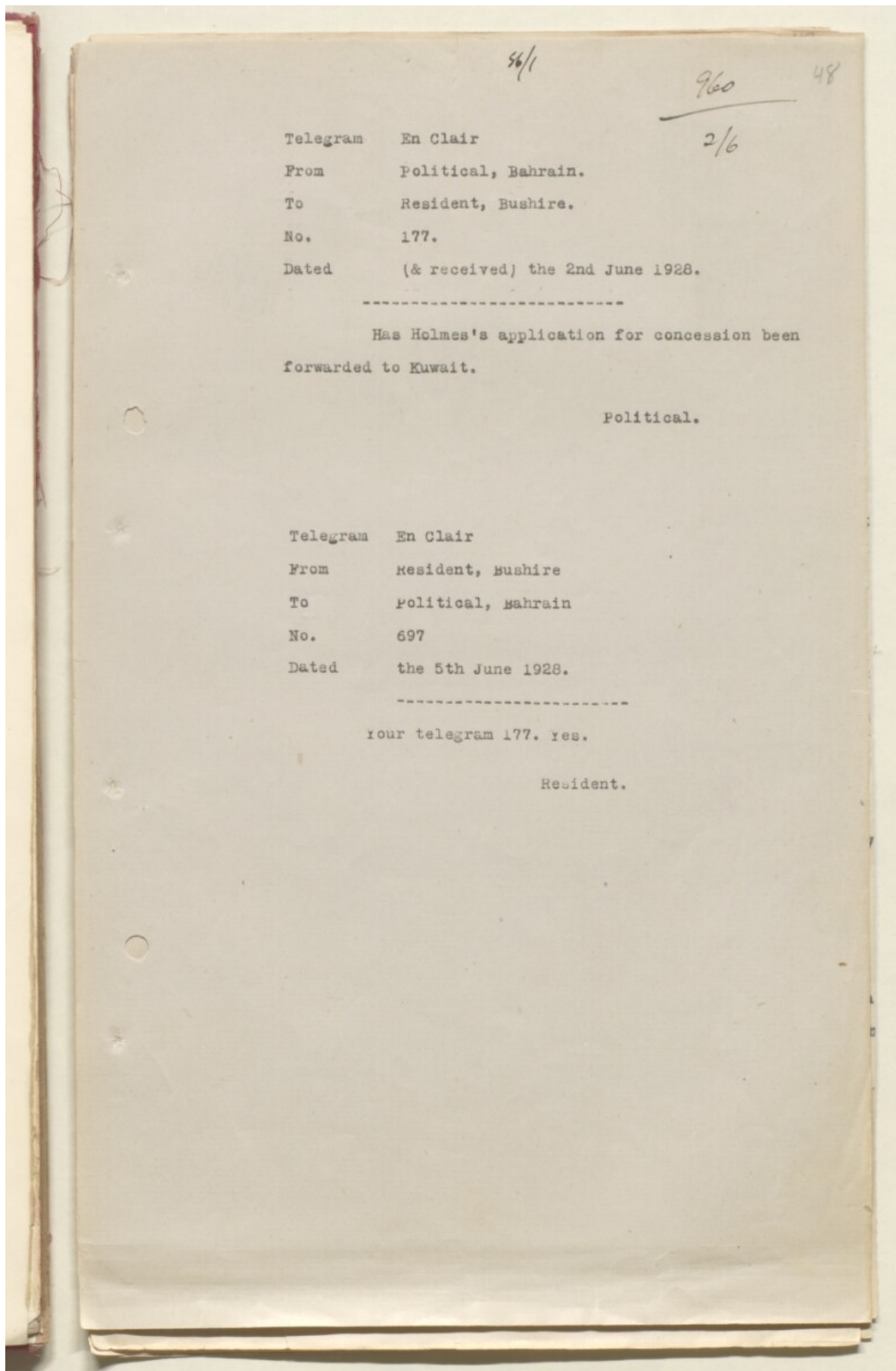
*Pub*  
Your telegram No. 361.

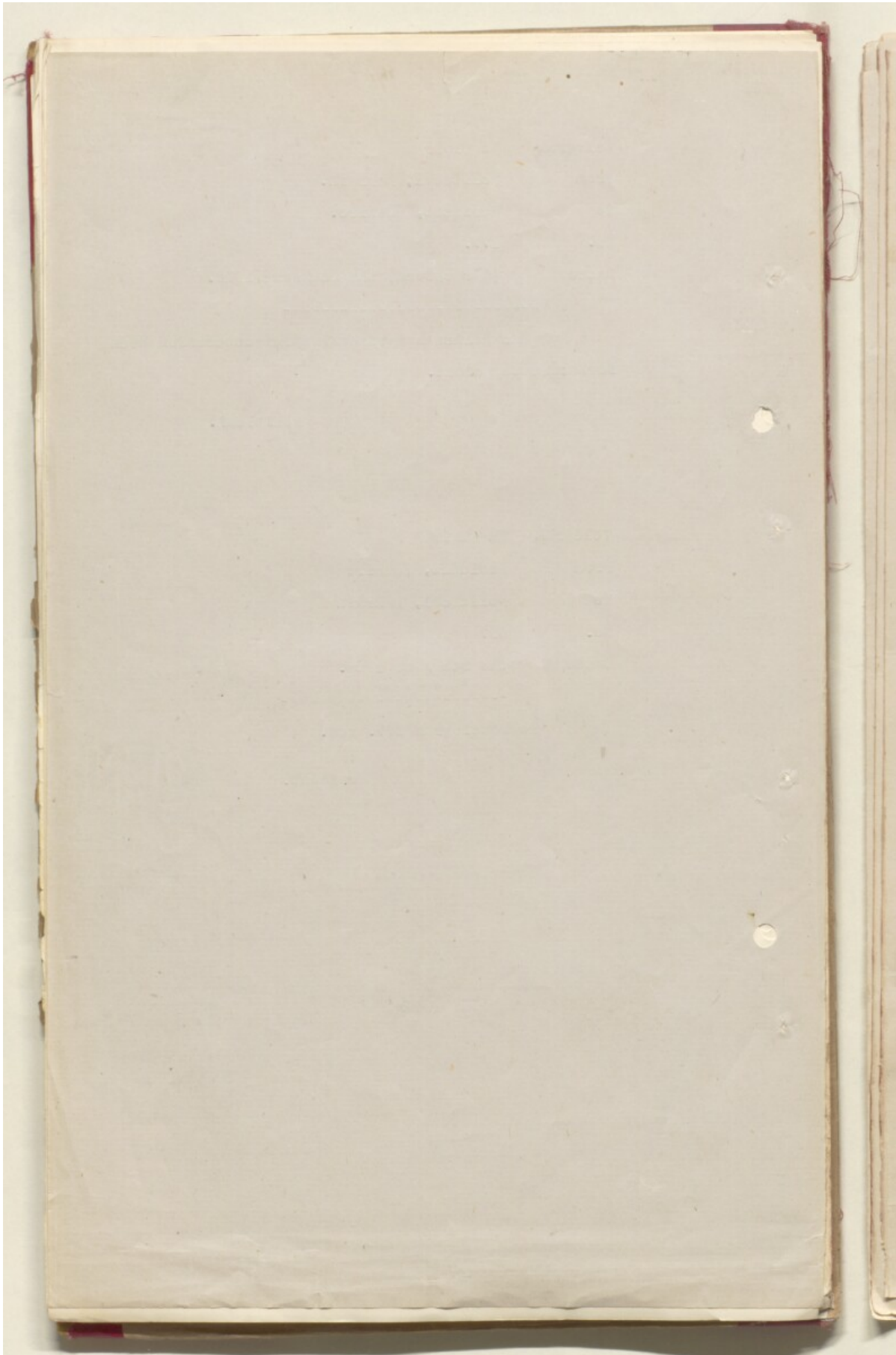
Yes. We give the matter our blessing  
but take no responsibility. You might explain to the  
Shaikh that oil and water at Kuwait are two different  
propositions.

RESIDENT.

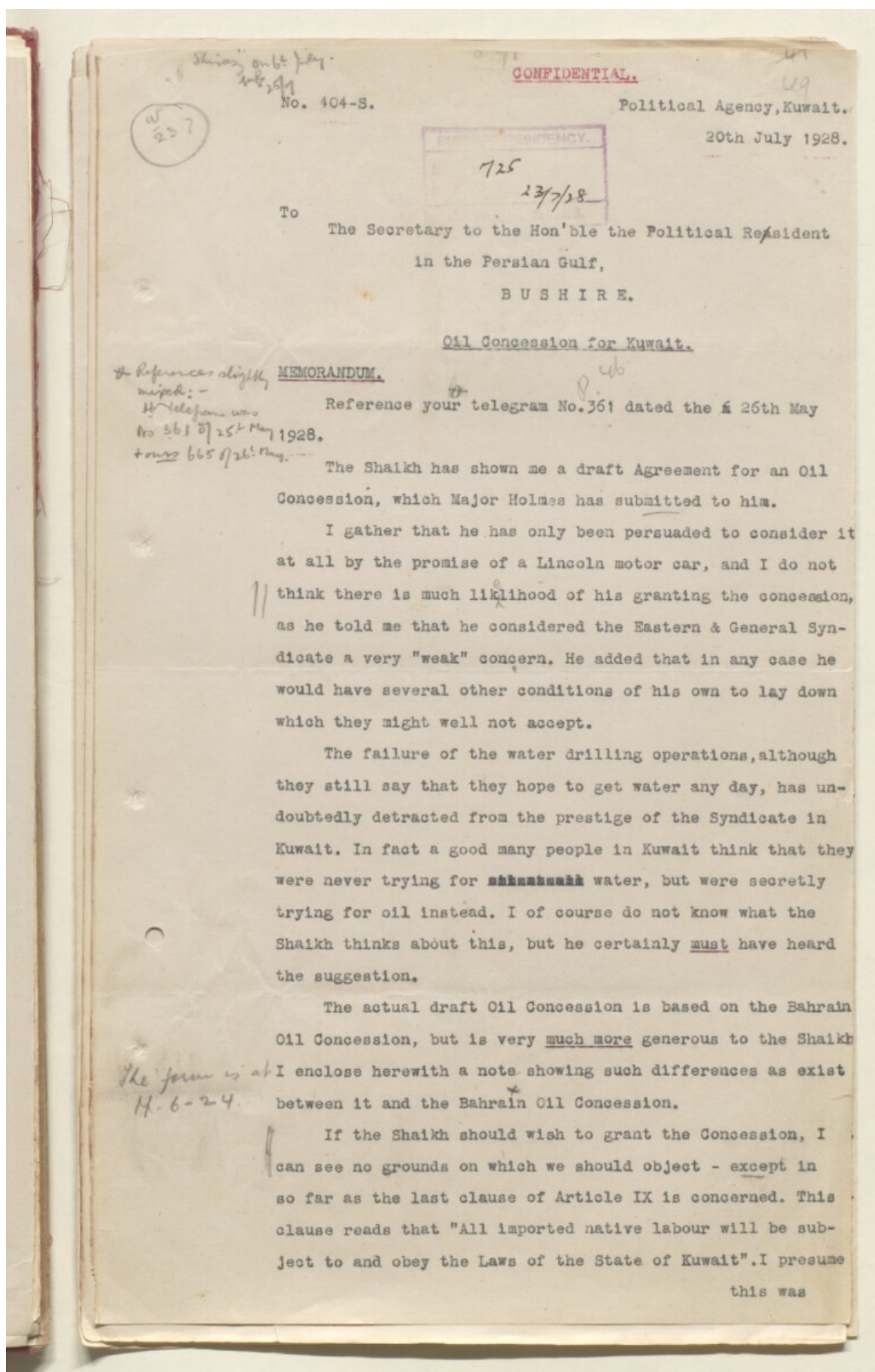


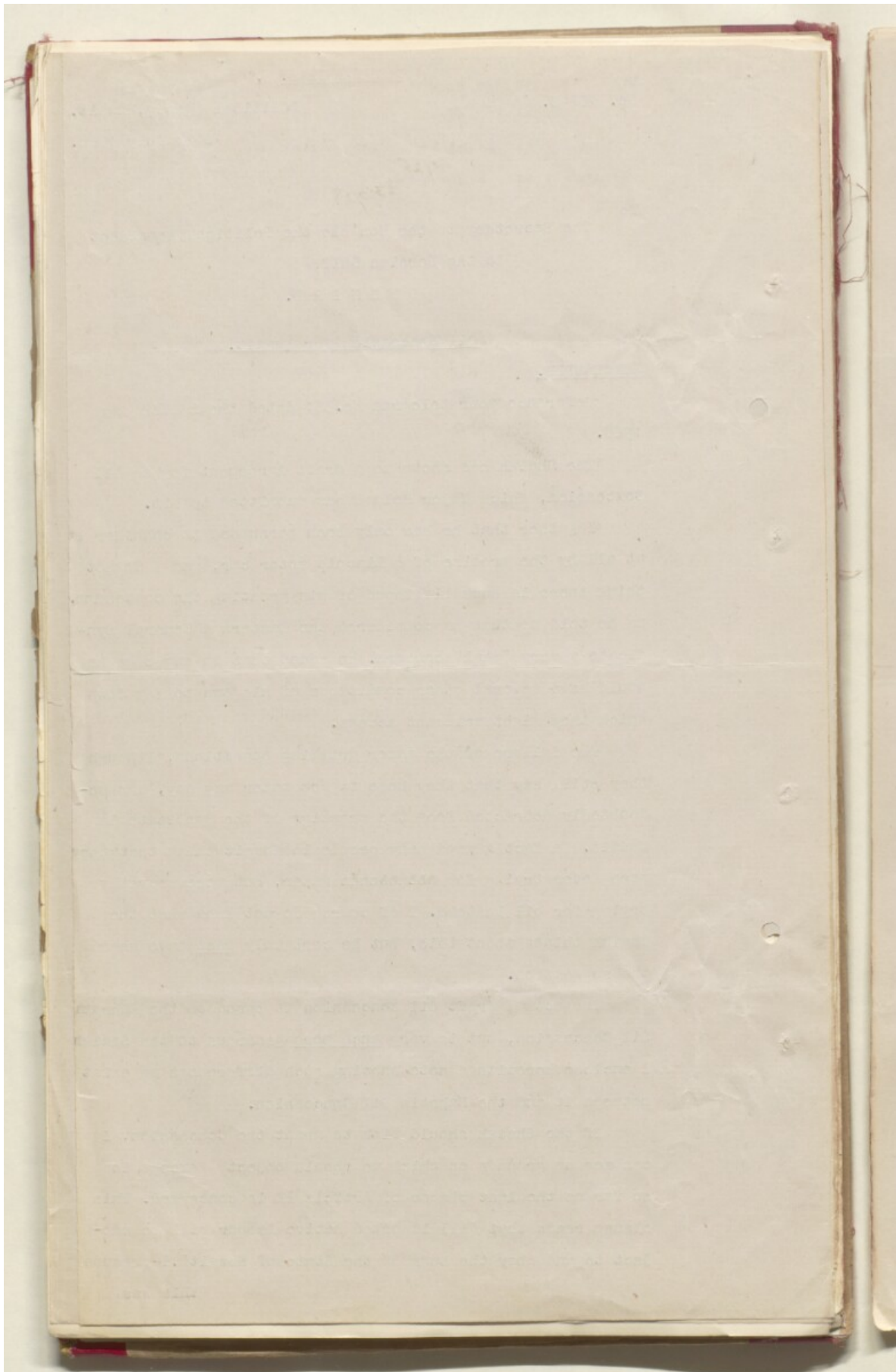










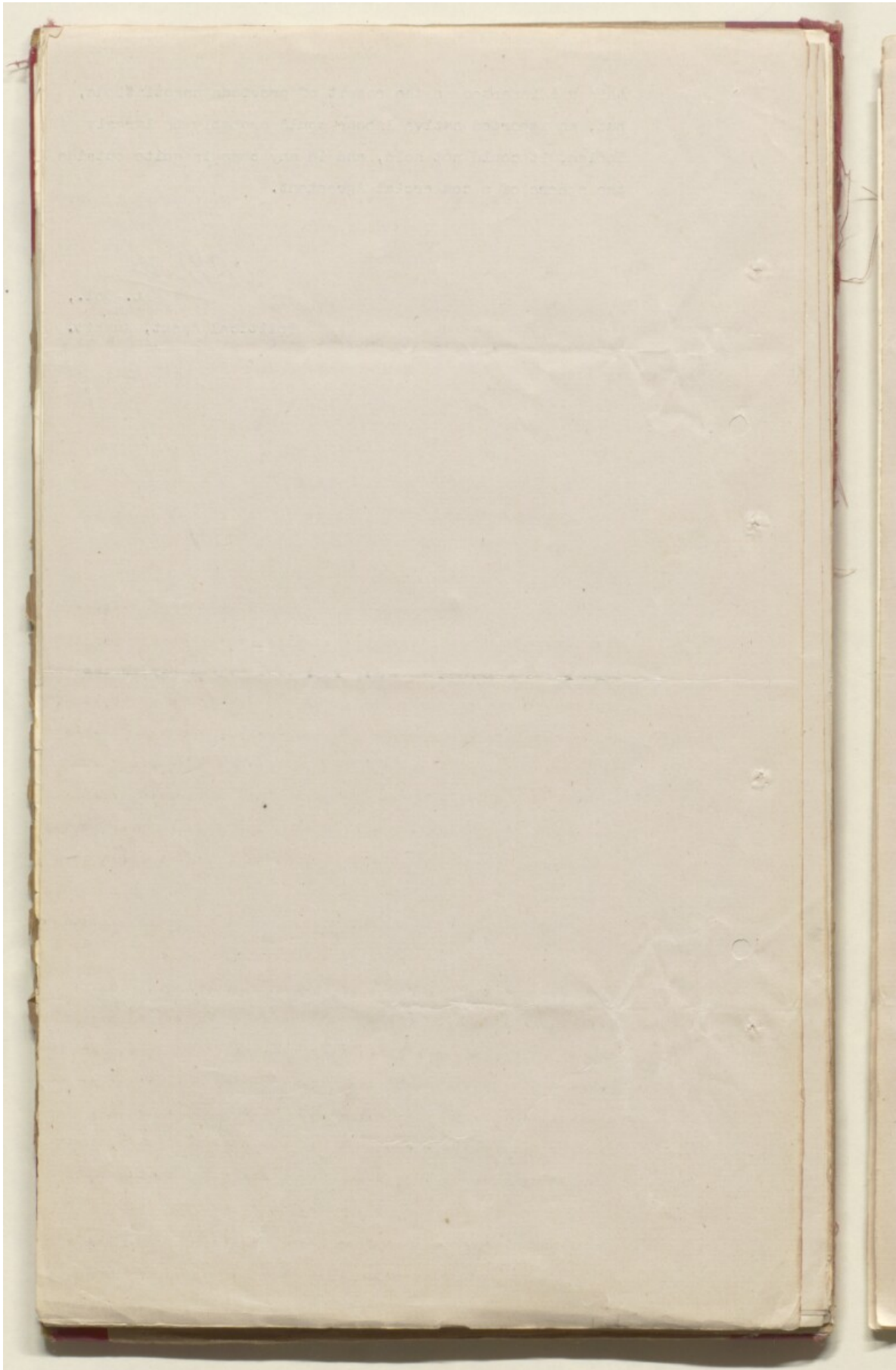




50  
this was inserted as the result of previous negotiations,  
but, as imported native labour would probably be largely  
Indian, it could not hold, and in any case is quite outside  
the sphere of a commercial Agreement.

*J.C. Moss*  
Lt.-Col.,  
Political Agent, Kuwait.







NOTE

on the

OIL CONCESSION FOR KUWAIT,  
suggested by Major F. Holmes of the Eastern & General Syndi-  
cate Limited in July 1928.

-----  
This draft concession is the same as the Bahrain Oil  
Concession signed on the 2nd December 1925 (of which a copy  
was forwarded to this Political Agency under Residency en-  
dorsement No. 78-S dated the 3rd March 1926), with the fol-  
lowing exceptions:-

Article V.

The area of the Mining Lease is 320 square miles in-  
stead of 10,000 acres.

Article VI.

"Within sixty days from the signature of this Agreement  
the Company, in consideration of the assistance and protec-  
tion to be afforded to their employees, shall pay to the  
Shaikh the sum of Rs.30,000/- and a further sum of Rs.20,000,  
on each anniversary of the grant of an exploration licence  
throughout the currency of that licence, on the grant of a  
prospecting licence, under Article III, the Company shall  
pay the Shaikh a sum of Rs.20,000/-, and further the Company  
shall pay Rs.20,000/- on each anniversary of the grant of a  
prospecting licence".

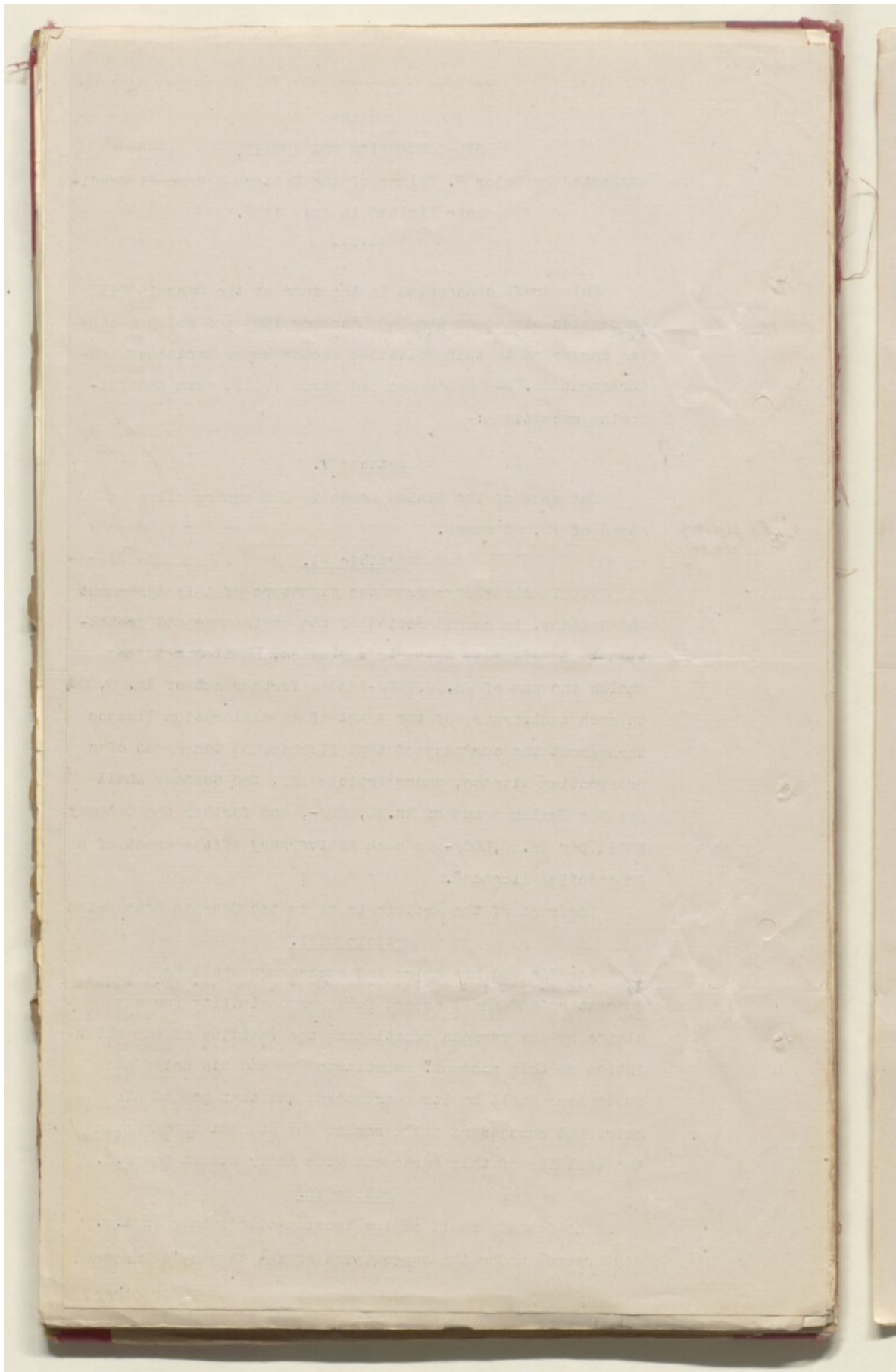
The rest of the Article is as in the Bahrain Concession

Article VIII.

For "He and his heirs and successors shall be its  
guarantors and shall accept full responsibility for any  
claims by any persons questioning the validity of any stipu-  
lation on this account." substitute "He and his heirs and  
successors shall be its guarantors, and that he and his  
heirs and successors shall resist any attempt to question  
the validity of this Agreement with their utmost power."

Article IX.

"The Company shall employ local native labour (i.e.  
countrymen) under the supervision of the Company's European  
or other







52  
or other appointed officials, and the Shaikh agrees to ~~help~~ assist with the help of his Amirs and other local Rulers to procure and provide for the Company such native labour as the company may require, and the Company on its part undertakes to make the fullest use of the local unskilled labour to the ~~max~~ extent of the suitable supply, but the Company has the right to import unskilled labour (should the local labour supply prove insufficient or unsuitable) to the extent of its requirements. The company has the right to import skilled workmen such as Engineers, Mechanics & other skilled operators as the Company may require.

All imported native labour will be subject to and obey the Laws of the State of Kuwait."

Article X.

"Notwithstanding any statement to the contrary in this Agreement it is hereby agreed by both parties to this Agreement that the territory granted to the Company does not include that area within the Town Wall of the Town of Kuwait. But the Shaikh also recognises that the Company has the right to lease all and any other lands, residences and buildings necessary for the use of the Company with the consent of the Shaikh and of the proprietors on such conditions as may be arranged between the Company and the said proprietors."

Article XI.

(Same as Article IX of Bahrain Concession.) 79.

Article XII.

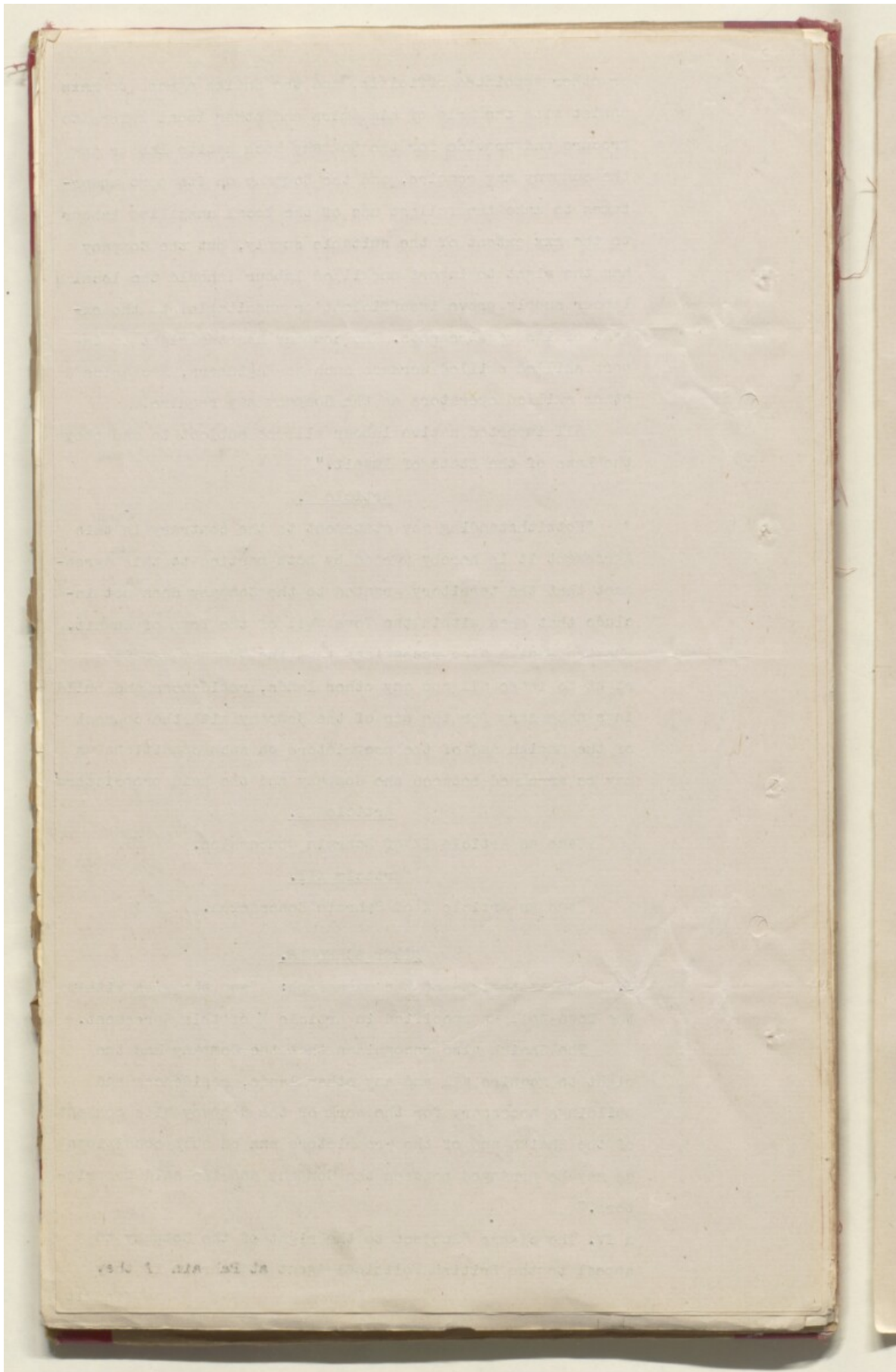
(Same as Article X of Bahrain Concession.) 10.

FIRST SCHEDULE. 11.

I. Add at the end of the paragraph: "and the area within the Town Wall as specified in Article X of this Agreement.

The Shaikh also recognises that the Company has the right to acquire all and any other lands, residences and buildings necessary for the work of the Company with consent of the Shaikh and of the proprietors ~~xxx~~ on such conditions as may be arranged between the Company and the said proprietors."

IV. The clause "Subject to the right of the Company to appeal to the British Political Agent at Bahrain if they find it







find it necessary" has been omitted altogether.

SECOND SCHEDULE.

I. Add at the end of the paragraph: "and the area within the Town Wall as specified in Article X of this Agreement.

The Shaikh also recognises that the Company has the right to acquire all and any other lands, residences and buildings necessary for the work of the Company with ~~xxxxxx~~ consent of the Shaikh and of the proprietors on such conditions as may be agreed between the Company and the said proprietors."

II. Insert: "subject to the reservations specified above in Article X of this Agreement" between "territory" and "such works".

Omit: "If this work be carried out on uncultivated land the Company shall not be bound to make any payment to the owner of the land, but shall restore the land as far as possible to its previous state, unless it is covered by a Mining Lease subsequently granted".

V. "Subject to the right of the Company to appeal to the British Political Agent at Bahrain if they find it necessary" is omitted.

IX. "The right to win up to 100 ton of oil on payment of the royalty per ton provided in the Mining Lease, but on the condition that the Company shall apply for a Mining Lease in respect of each area in which work is proceeding as soon as more than 100 tons of oil are won from one single bore hole within it."

THIRD SCHEDULE.

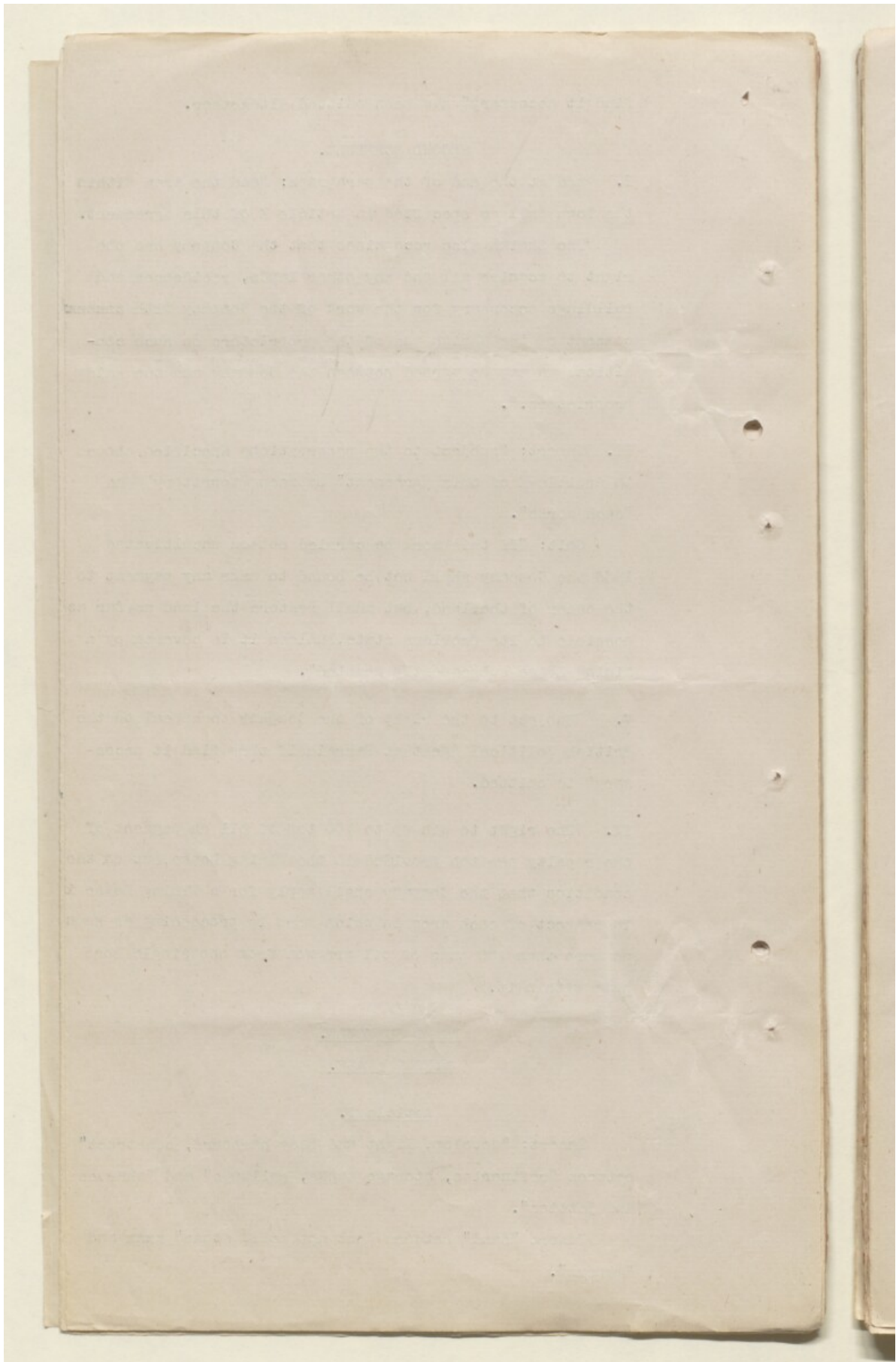
MINING LEASE.

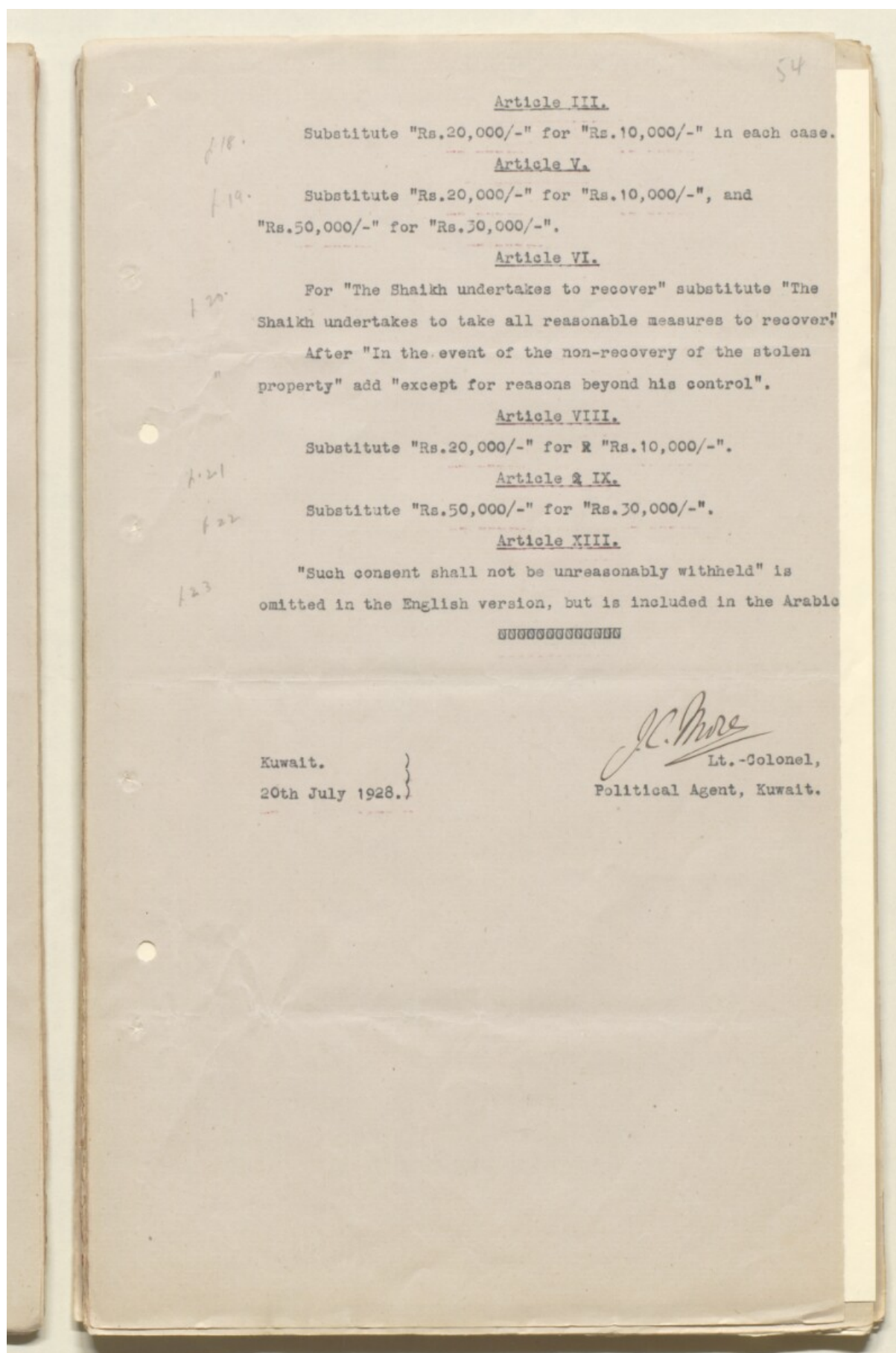
Article I.

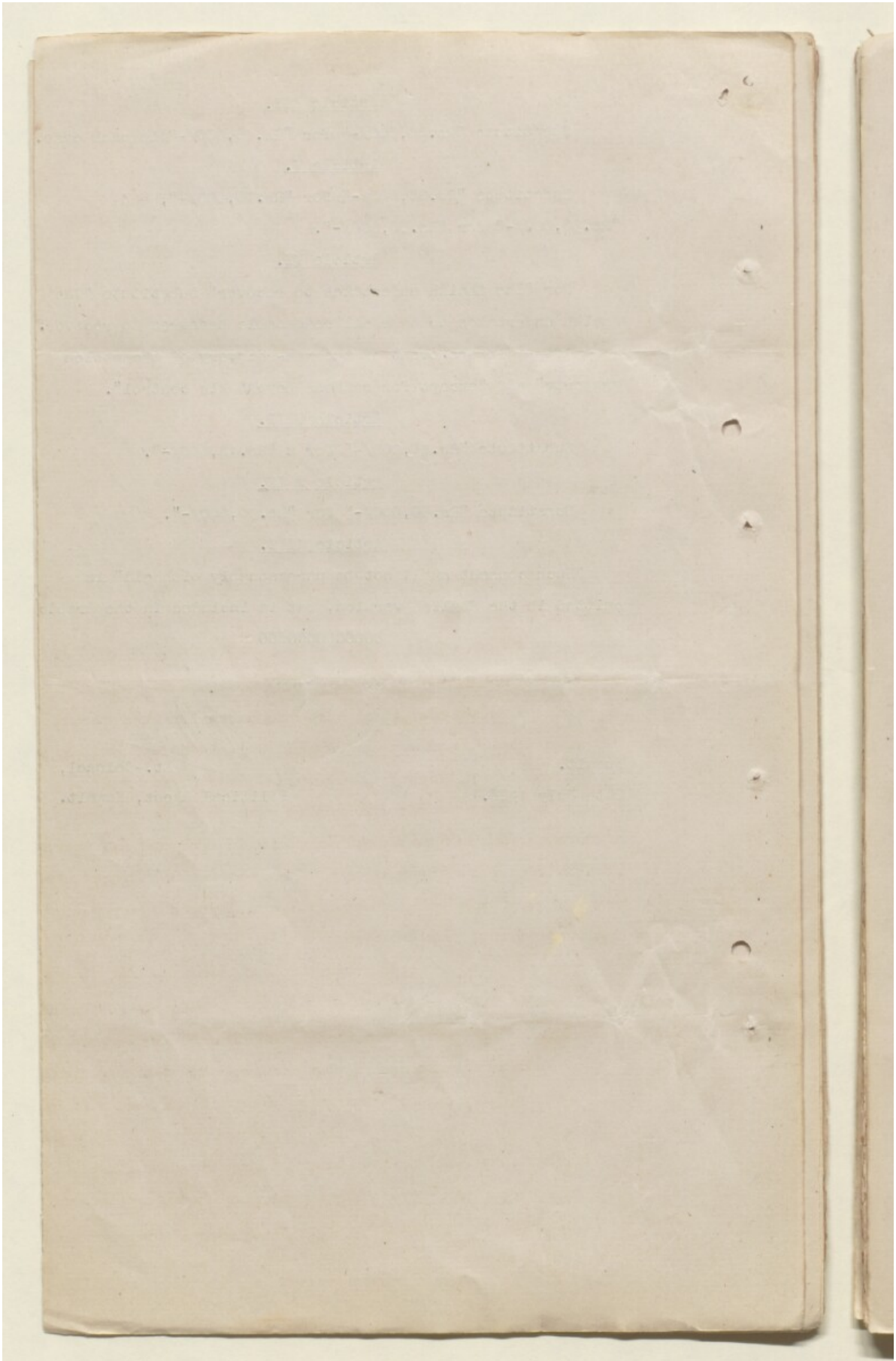
Insert: "develop, light and buoy harbours, construct" between "refineries, storage tanks, railways" and "wharves and jetties".

Insert "sand" between "but not sell, stone" and "gypsum".













66/1 55  
CONFIDENTIAL.

No. 290-S of 1928.

Officer of the Political Resident in the Persian Gulf,  
Camp, Shiraz, dated 4<sup>th</sup> August 1928.

To

The Political Agent,  
Kuwait.

Oil Concession for Kuwait.

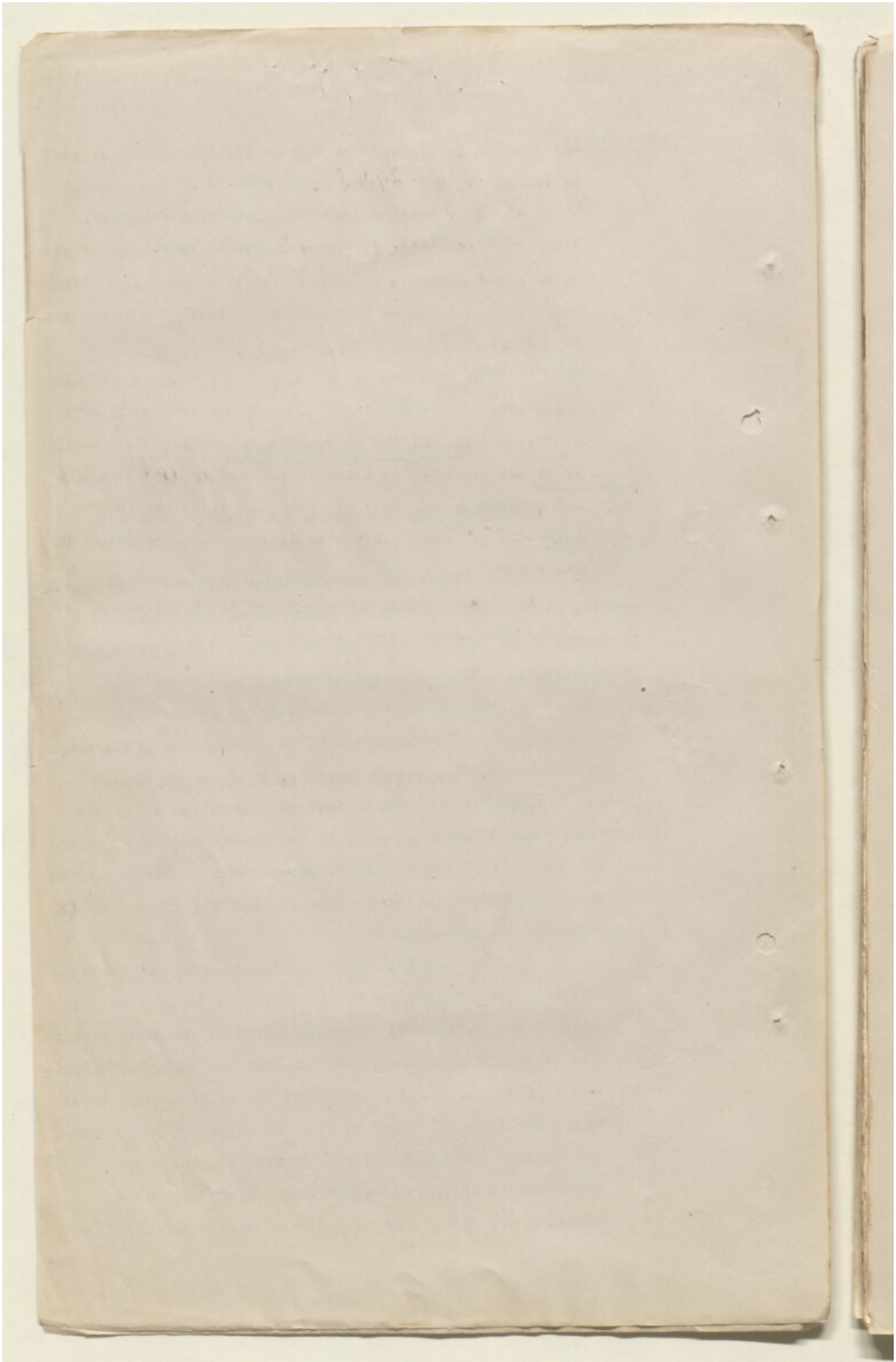
MEMORANDUM.

Reference your memorandum No. 404-S, dated 20th  
July 1928.

2. Please obtain and forward three copies of the English  
version of the draft agreement submitted to the Shaikh of  
Kuwait by Major Holmes, with the insertion, if possible, of  
the additional clause specified below.

3. The Colonial Office have recently decided that in  
order to secure that enterprises of this character shall remain  
in British hands, future agreements of this nature should  
contain a clause to the effect that no alienation of rights  
thereunder can be made except with the sanction of the Shaikh  
and the approval of His Majesty's Government. Please advise  
the Shaikh to secure in the draft agreement the insertion of a  
clause in the following terms.

"The Company shall at all times be and remain a  
British Company registered in Great Britain or a British  
Colony, and having its principal place of business within  
His Majesty's Dominions, the Chairman and Managing Direct-  
-or ( if any ), and a majority of the other Directors of  
which shall at all times be British subjects, and neither  
the Company nor the premises, liberties, powers and  
privileges hereby granted and demised, nor any land  
occupied for any of the purposes of this lease, shall at  
any





2

any time be or become directly or indirectly controlled or managed by a foreigner or foreigners or any foreign corporation or corporations, and the local General Manager of the Company, and as large a percentage of the local staff employed by them as circumstances may permit, shall at all times be British ~~xxxx~~ subjects or subjects of the Shaikh.

In this clause the expression "foreigner" means any person who is neither a British subject nor a subject of the Shaikh, and the expression "foreign corporation" means any corporation other than a corporation established under /and subject to the laws of some part of His Majesty's dominions and having its principal place of business in those dominions".

4. Failing the acceptance by the Syndicate of this proposal please report to me.

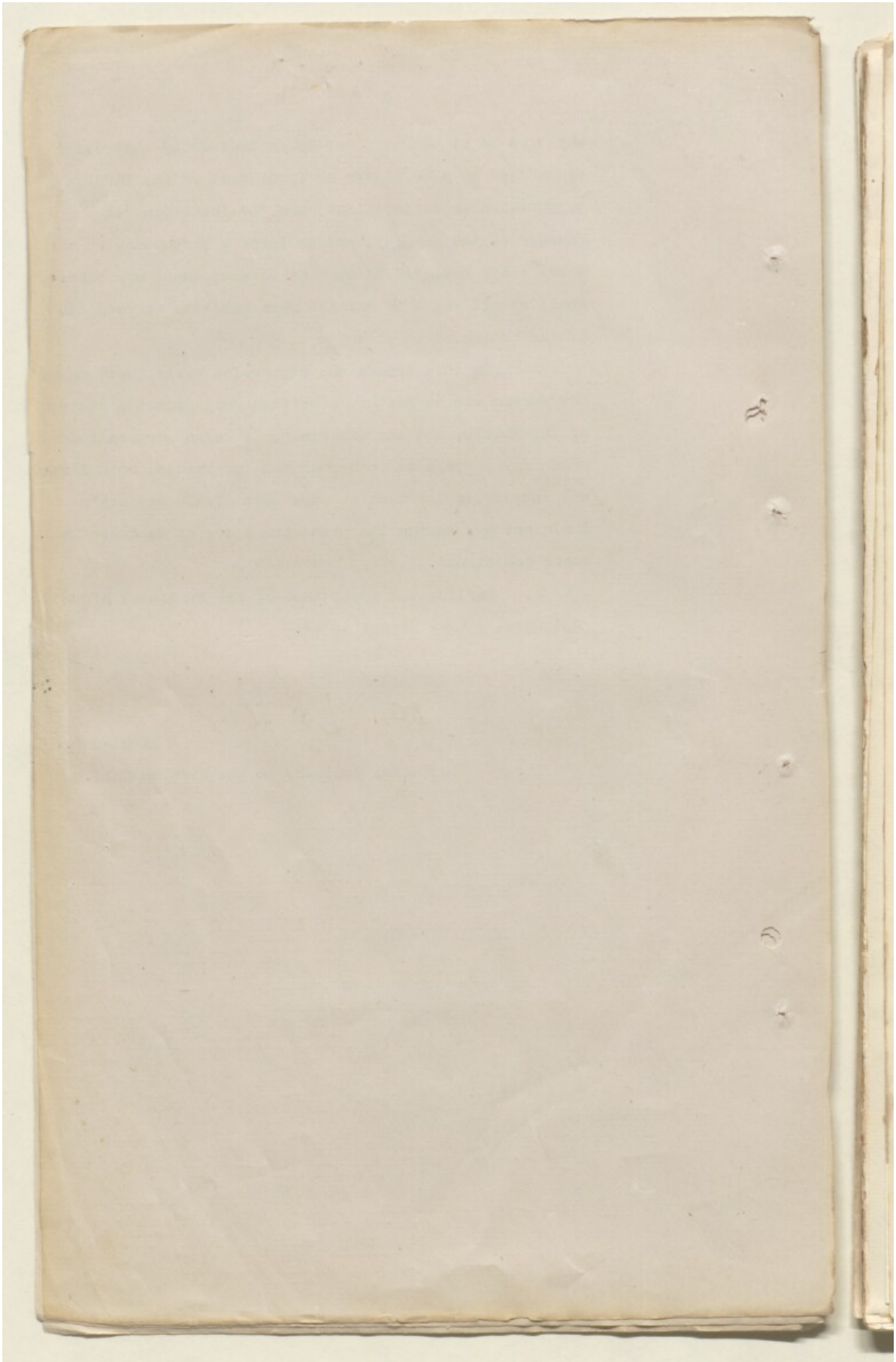
OC. 10

Lieut-Col.,

Political Resident in the Persian Gulf.

Jr.







5/20 B.

86/1 at Sharjah 57

Puc(1)

CONFIDENTIAL

No. 424-S.

Political Agency, Kuwait.

16th August 1928.

807  
2/8/28  
CONFIDENTIAL RECORD.

To  
The Secretary to the Hon'ble the Political Resident  
in the Persian Gulf,  
B U S H I R E.

Oil Concession & Water Drilling.

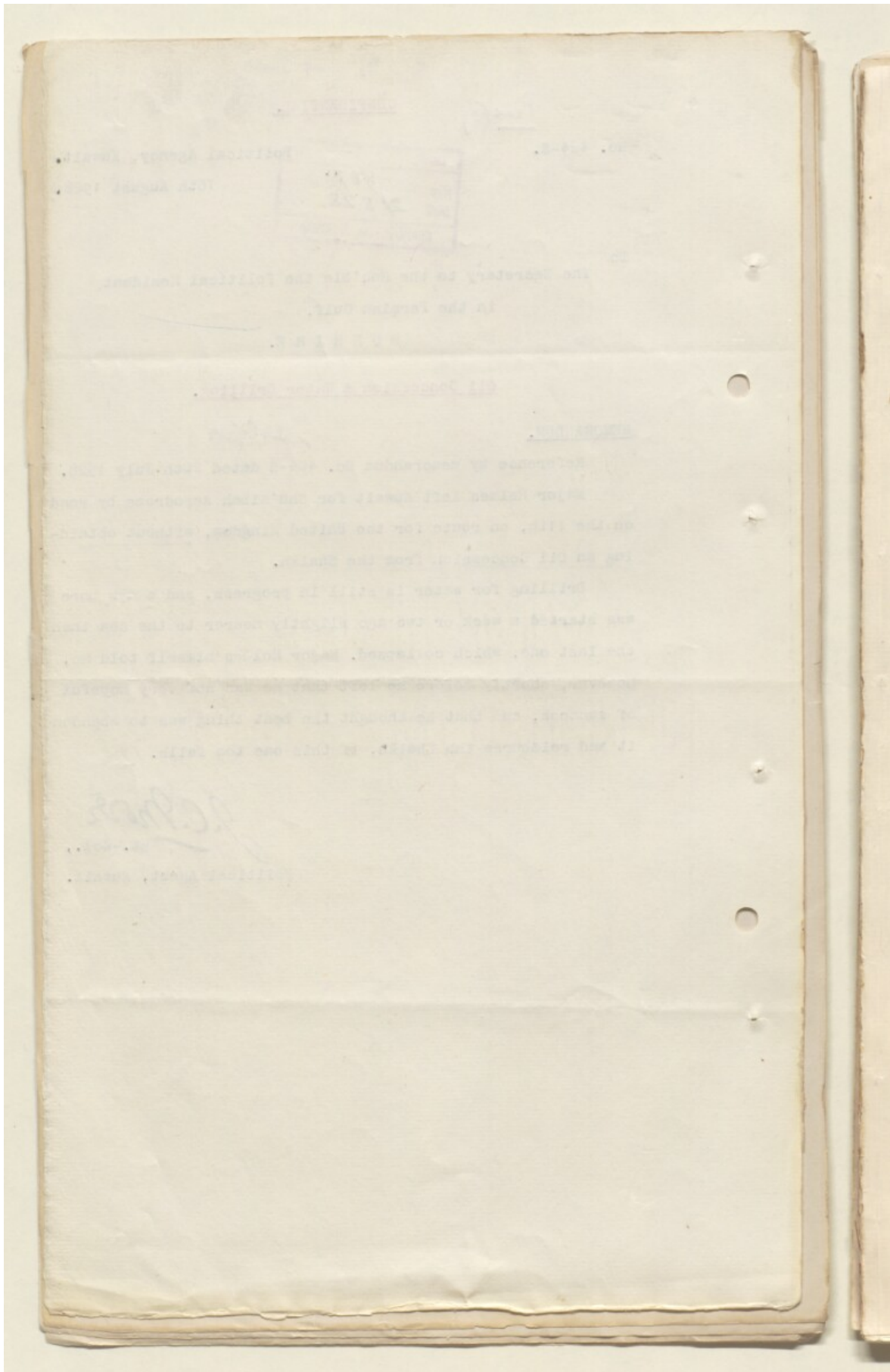
MEMORANDUM.

Reference my memorandum No. 404-S dated 20th July 1928.

Major Holmes left Kuwait for Shu'aibah Aerodrome by road on the 11th, en route for the United Kingdom, without obtaining an Oil Concession from the Shaikh.

Drilling for water is still in progress, and a new bore was started a week or two ago slightly nearer to the sea than the last one, which collapsed. Major Holmes himself told me, however, shortly before he left that he was not very hopeful of success, and that he thought the best thing was to abandon it and reimburse the Shaikh, if this one too fails.

J.C. Moore  
Lt.-Col.,  
Political Agent, Kuwait.







W 22-5.

86/1 at Shams

CONFIDENTIAL.

No. 430-S. Political Agency, Kuwait.

18th August 1928.

Puc(11)

BUSHIRE RECORDS

Reg. No. 816

Date 23.8.28.

CONFIDENTIAL RECORDS.

To The Hon'ble the Political Resident  
in the Persian Gulf,  
B U S H I R E.

Oil Concession for Kuwait.

MEMORANDUM.

1. Reference your memorandum No. 290-S dated the 4th August 1928.

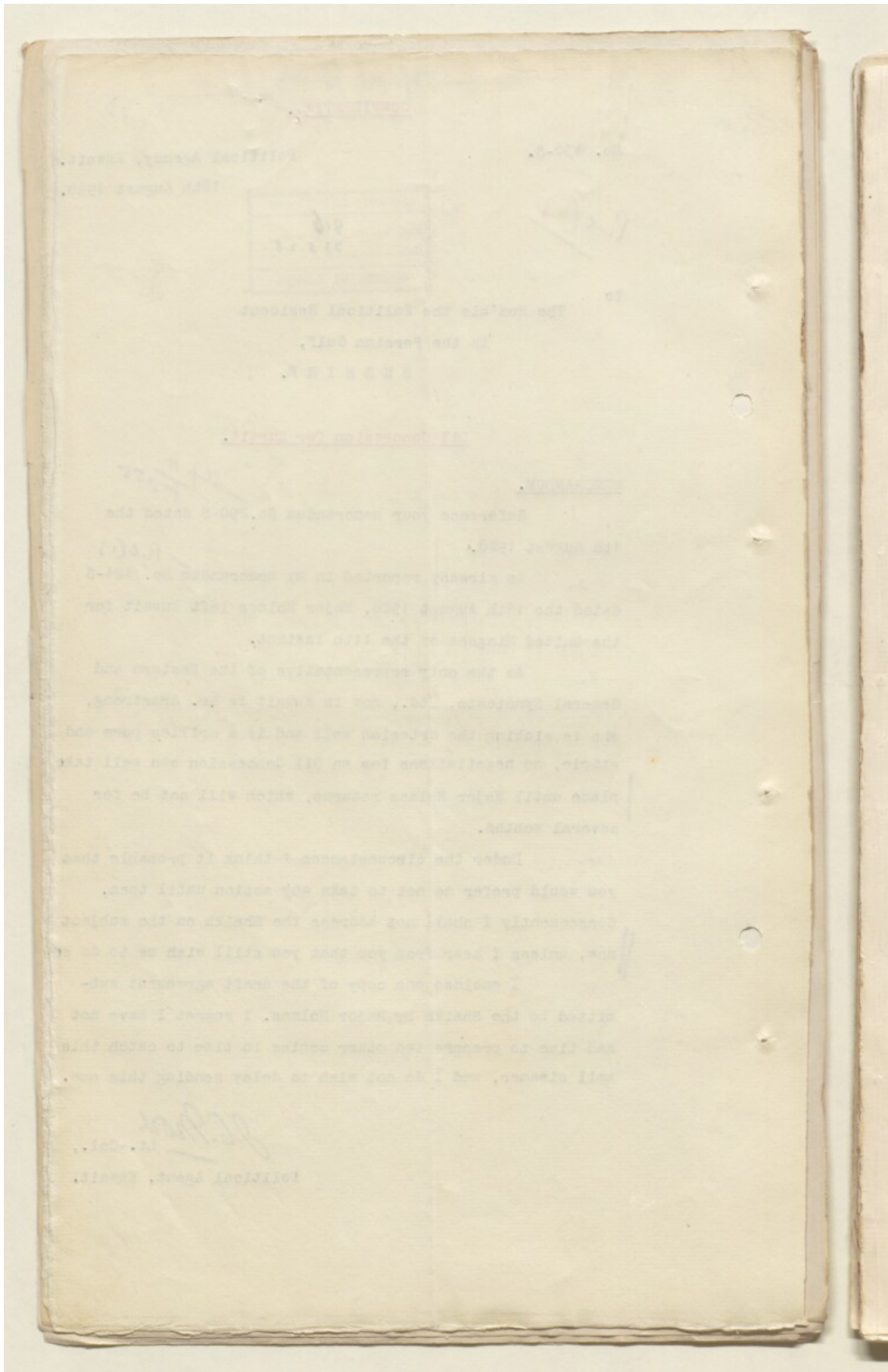
2. As already reported in my memorandum No. 424-S dated the 16th August 1928, Major Holmes left Kuwait for the United Kingdom on the 11th instant.

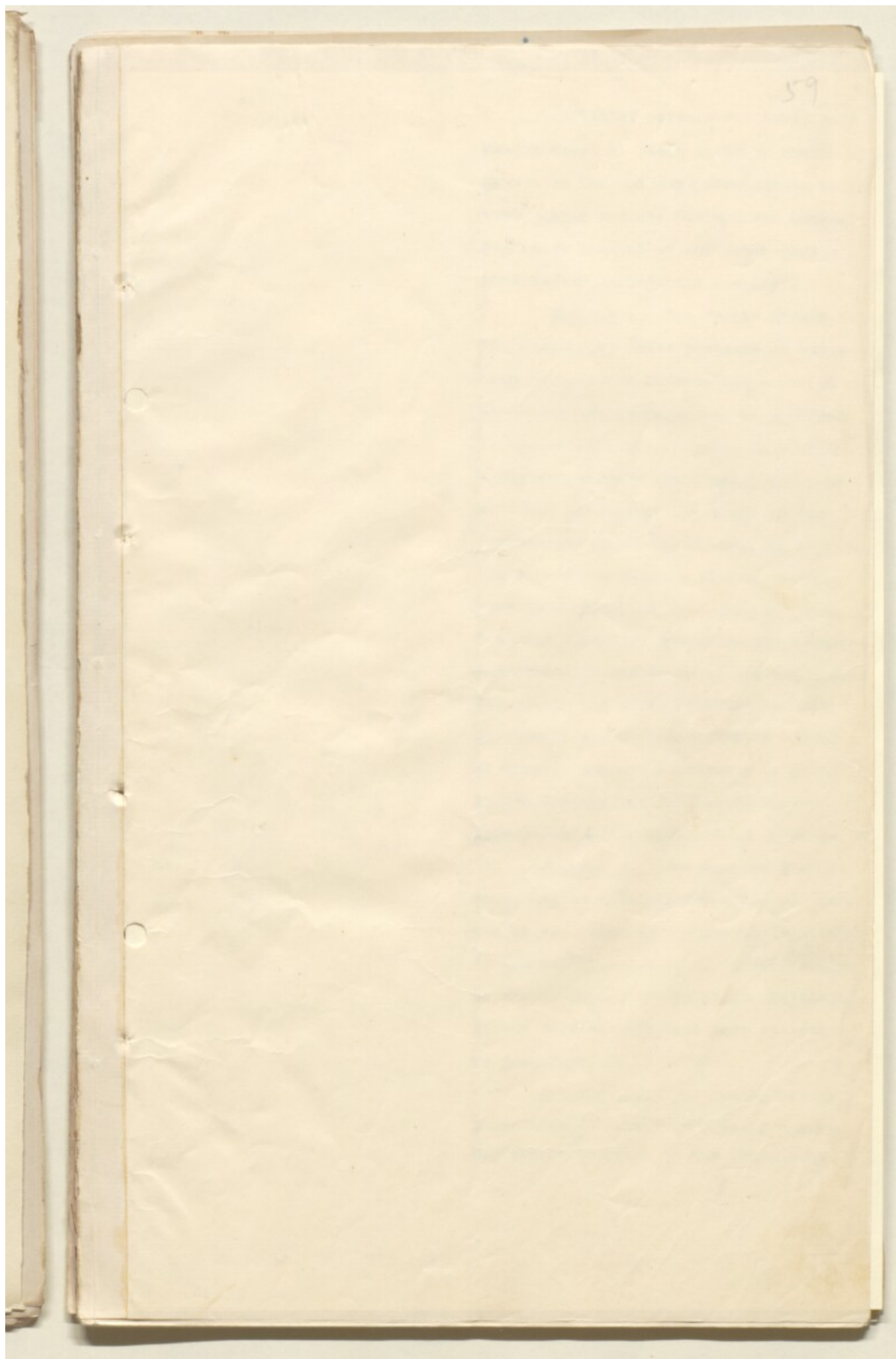
3. As the only representative of the Eastern and General Syndicate, Ltd., now in Kuwait is Mr. Armstrong, who is sinking the artesian well and is a driller pure and simple, no negotiations for an Oil Concession can well take place until Major Holmes returns, which will not be for several months.

4. Under the circumstances I think it probable that you would prefer me not to take any action until then. Consequently I shall not address the Shaikh on the subject now, unless I hear from you that you still wish me to do so.

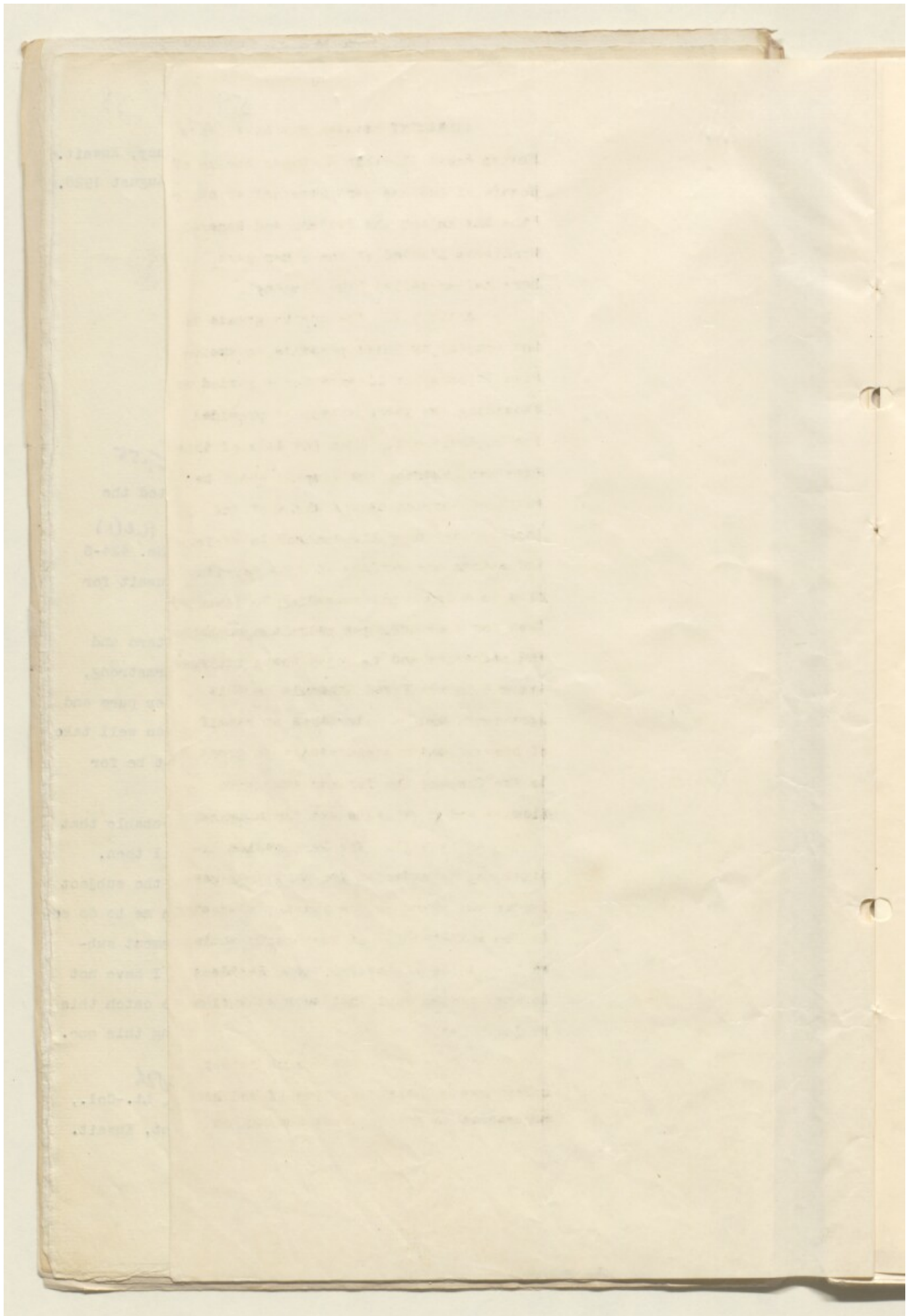
5. I enclose one copy of the draft agreement submitted to the Shaikh by Major Holmes. I regret I have not had time to prepare two other copies in time to catch this mail steamer, and I do not wish to delay sending this one.

J.C. Mox  
Lt.-Col.,  
Political Agent, Kuwait.









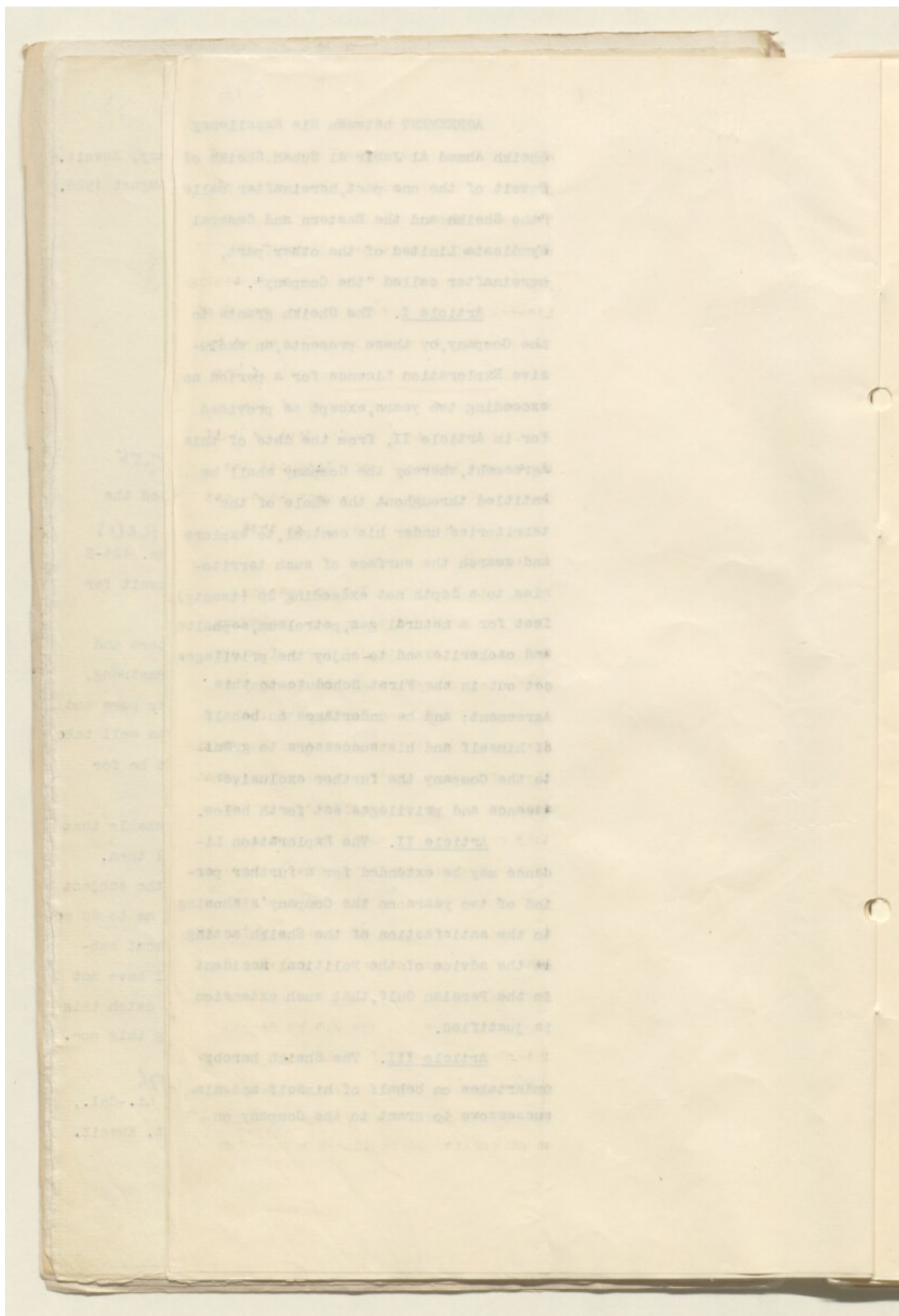


59A  
AGREEMENT between His Excellency Sheikh Ahmed Al Jabir Al Subah Sheikh of Koweit of the one part, hereinafter called "the Sheikh and the Eastern and General Syndicate Limited of the other part, hereinafter called "the Company".

Article I. The Sheikh grants to the Company, by these presents, an exclusive Exploration Licence for a period not exceeding two years, except as provided for in Article II, from the date of this Agreement, whereby the Company shall be entitled throughout the whole of the territories under his control, to explore and search the surface of such territories to a depth not exceeding 20 (twenty) feet for a natural gas, petroleum, asphalt and ozokerite and to enjoy the privileges set out in the First Schedule to this Agreement; and he undertakes on behalf of himself and his successors to grant to the Company the further exclusive Licence and privileges set forth below.

Article II. The Exploration Licence may be extended for a further period of two years on the Company's showing to the satisfaction of the Sheikh acting on the advice of the Political Resident in the Persian Gulf, that such extension is justified.

Article III. The Sheikh hereby undertakes on behalf of himself and his successors to grant to the Company on





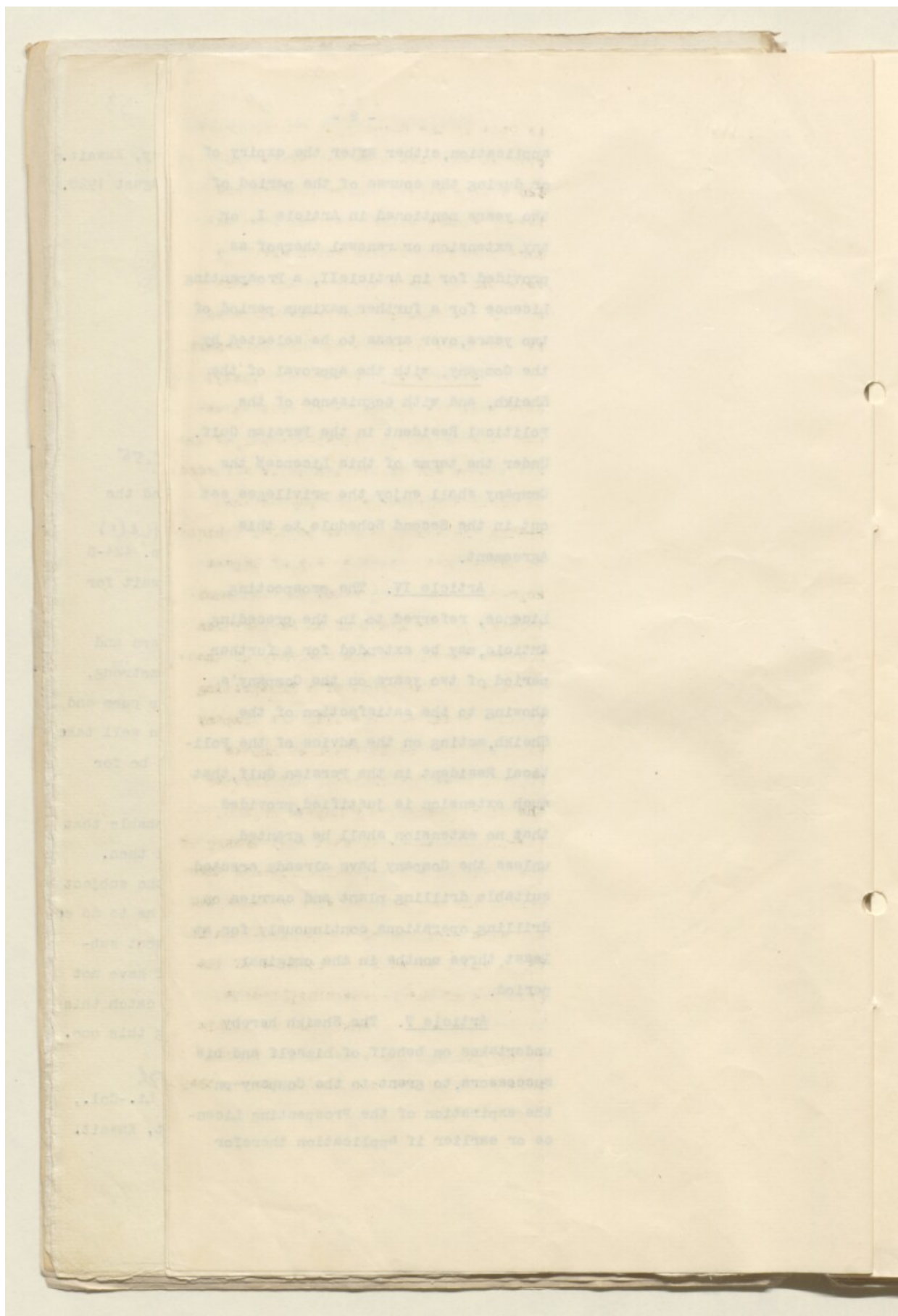


- 2 -

application, either after the expiry of or during the course of the period of two years mentioned in Article I, or any extension or renewal thereof as provided for in Article II, a Prospecting Licence for a further maximum period of two years, over areas to be selected by the Company, with the approval of the Sheikh, and with cognizance of the Political Resident in the Persian Gulf. Under the terms of this Licence the Company shall enjoy the privileges set out in the Second Schedule to this Agreement.

Article IV. The prospecting Licence, referred to in the preceding Article, may be extended for a further period of two years on the Company's showing to the satisfaction of the Sheikh, acting on the advice of the Political Resident in the Persian Gulf, that such extension is justified, provided that no extension shall be granted unless the Company have already erected suitable drilling plant and carries on drilling operations continuously for at least three months in the original period.

Article V. The Sheikh hereby undertakes on behalf of himself and his successors, to grant to the Company on the expiration of the Prospecting Licence or earlier if application therefor





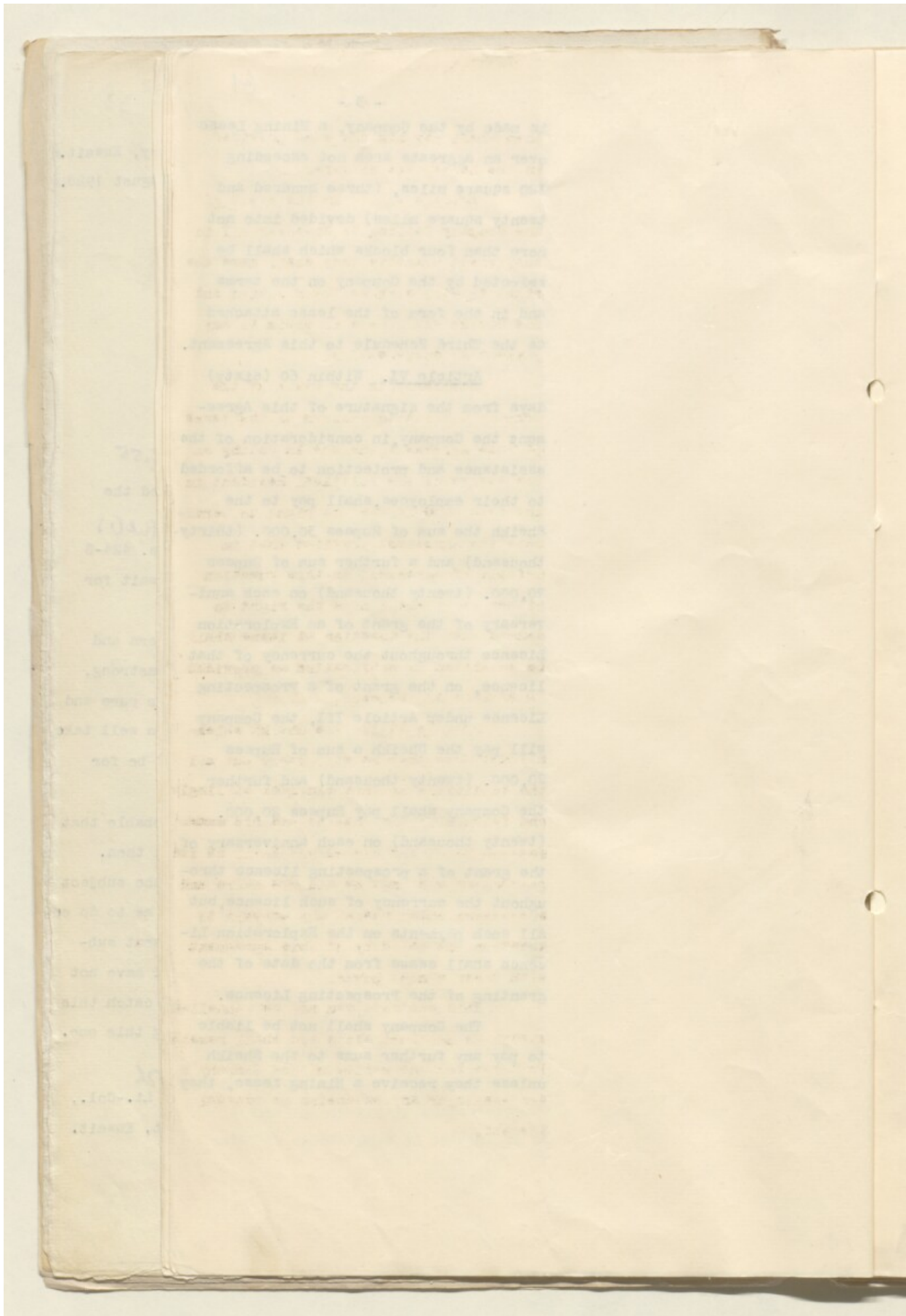
- 3 -

is made by the Company, a Mining Lease over an aggregate area not exceeding 320 square miles, (three hundred and twenty square miles) divided into not more than four blocks which shall be selected by the Company on the terms and in the form of the lease attached as the Third Schedule to this Agreement.

Article VI. Within 60 (sixty) days from the signature of this Agreement the Company, in consideration of the assistance and protection to be afforded to their employees, shall pay to the Sheikh the sum of Rupees 30,000. (thirty-thousand) and a further sum of Rupees 20,000. (twenty thousand) on each anniversary of the grant of an Exploration Licence throughout the currency of that licence, on the grant of a Prospecting Licence under Article III, the Company will pay the Sheikh a sum of Rupees 20,000. (twenty thousand) and further the Company shall pay Rupees 20,000. (twenty thousand) on each anniversary of the grant of a prospecting licence throughout the currency of such licence, but all such payments on the Exploration Licence shall cease from the date of the granting of the Prospecting Licence.

The Company shall not be liable to pay any further sums to the Sheikh unless they receive a Mining Lease, they







- 4 -

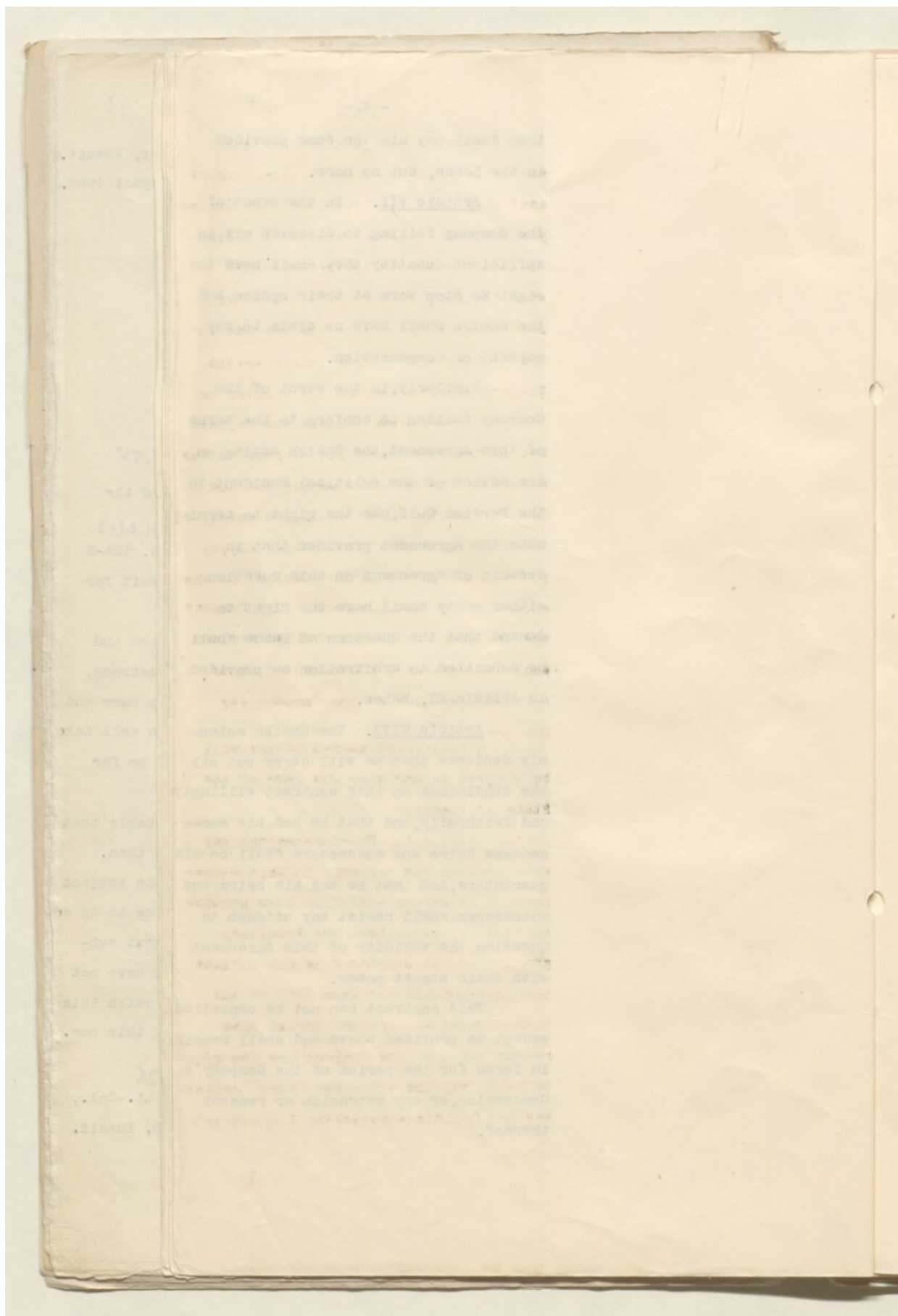
then shall pay him the sums provided in the Lease, but no more.

Article VII. In the event of the Company failing to discover oil in sufficient quantity they shall have the right to stop work at their option and the Sheikh shall have no claim to any payment or compensation.

Similarly, in the event of the Company failing to conform to the terms of this Agreement, the Sheikh acting on the advice of the Political Resident in the Persian Gulf, has the right to terminate the Agreement provided that in default of agreement on this question either party shall have the right to demand that the question at issue shall be submitted to arbitration as provided in Article XI, below.

Article VIII. The Sheikh solemnly declares that he will carry out all the conditions on this contract willingly and faithfully, and that he and his ~~successors~~ heirs and successors shall be its guarantors, and that he and his heirs and successors shall resist any attempt to question the validity of this Agreement with their utmost power.

This contract can not be cancelled except as provided above and shall remain in force for the period of the Company's Concession, or any extension or renewal thereof.





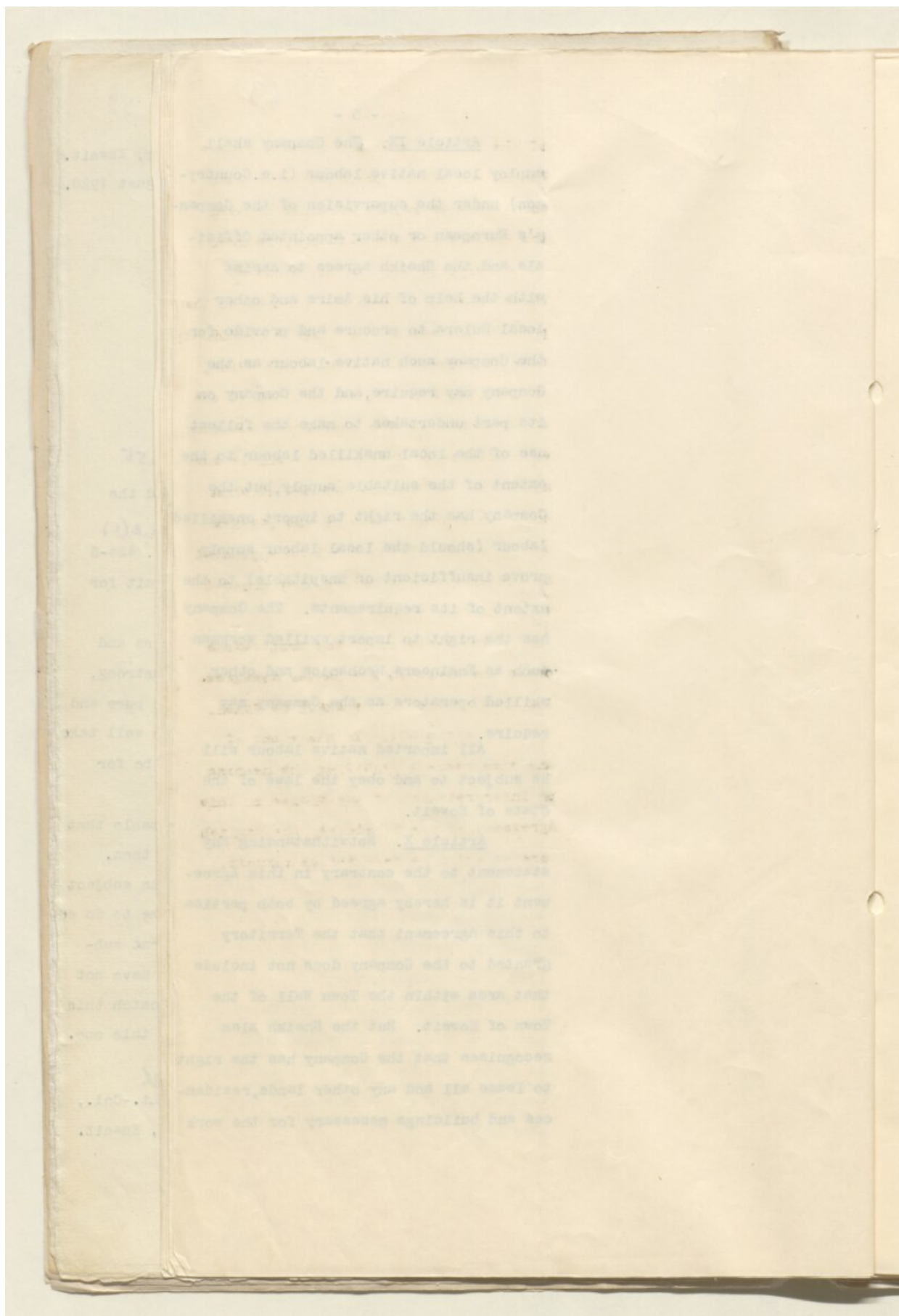


- 5 -

63  
Article IX. The Company shall employ local native labour (i.e. Country-men) under the supervision of the Company's European or other appointed Officials and the Sheikh agrees to assist with the help of his Amirs and other local Rulers to procure and provide for the Company such native labour as the Company may require, and the Company on its part undertakes to make the fullest use of the local unskilled labour to the extent of the suitable supply, but the Company has the right to import unskilled labour (should the local labour supply prove insufficient or unsuitable) to the extent of its requirements. The Company has the right to import skilled workmen such as Engineers, Mechanics and other skilled operators as the Company may require.

All imported native labour will be subject to and obey the laws of the State of Koweit.

Article X. Notwithstanding any statement to the contrary in this Agreement it is hereby agreed by both parties to this Agreement that the Territory granted to the Company does not include that area within the Town Wall of the Town of Koweit. But the Sheikh also recognises that the Company has the right to lease all and any other lands, residences and buildings necessary for the work





- 6 -

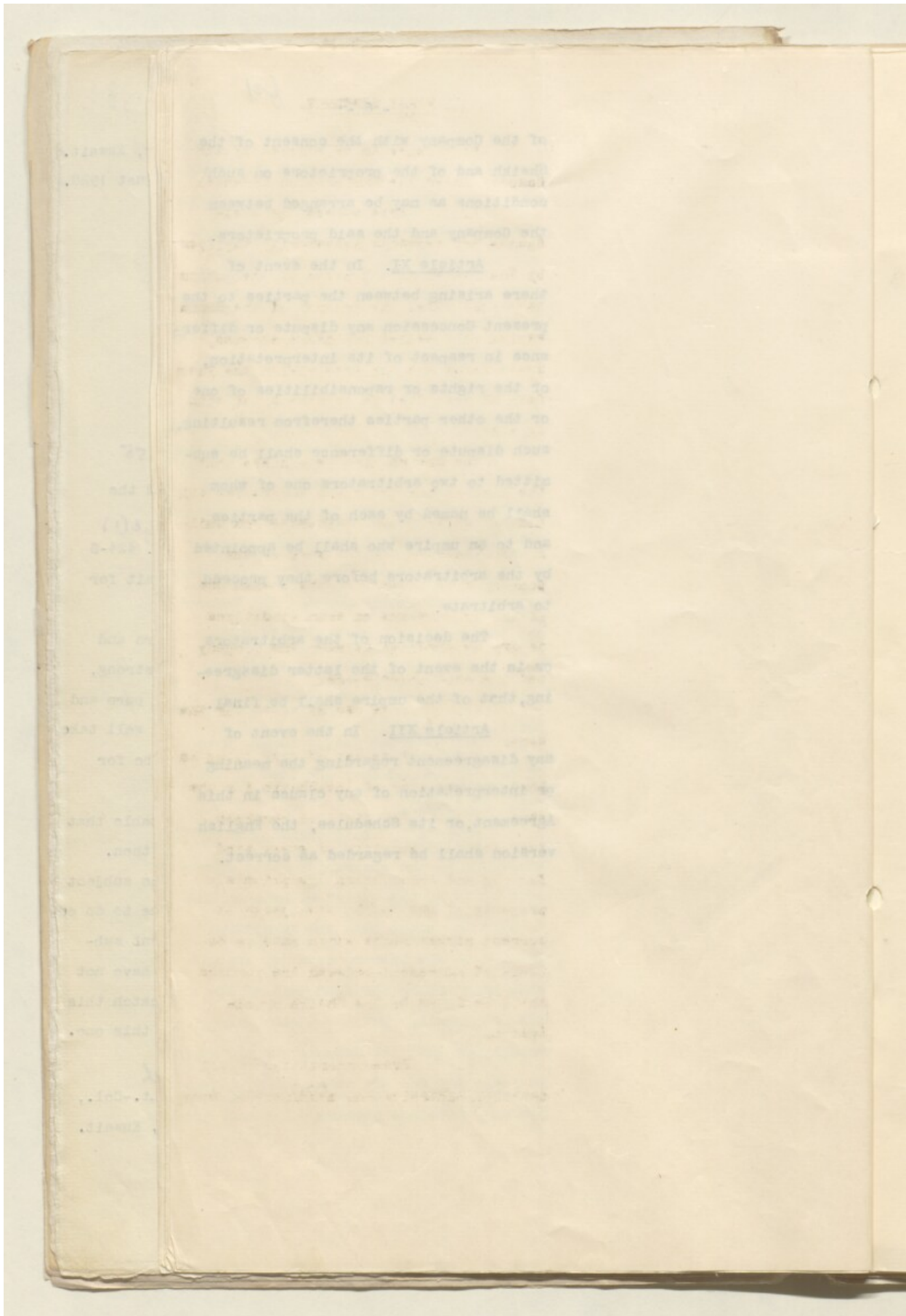
of the Company with the consent of the Sheikh and of the proprietors on such conditions as may be arranged between the Company and the said proprietors.

Article XI. In the event of there arising between the parties to the present Concession any dispute or difference in respect of its interpretation, or the rights or responsibilities of one or the other parties therefrom resulting, such dispute or difference shall be submitted to two arbitrators one of whom shall be named by each of the parties and to an umpire who shall be appointed by the arbitrators before they proceed to arbitrate.

The decision of the arbitrators or in the event of the latter disagreeing, that of the umpire shall be final.

Article XII. In the event of any disagreement regarding the meaning or interpretation of any clause in this Agreement, or its Schedules, the English version shall be regarded as correct.







FIRST SCHEDULE.

Privileges to be enjoyed by the Company under the Exploration Licence.

I. Free access for their Agents and servants necessarily employed by the latter to all parts of the public territory under the control of the Sheikh saving only sacred buildings, shrines, Grave-Yards and the area within the Town Wall as specified in Article X, of this Agreement.

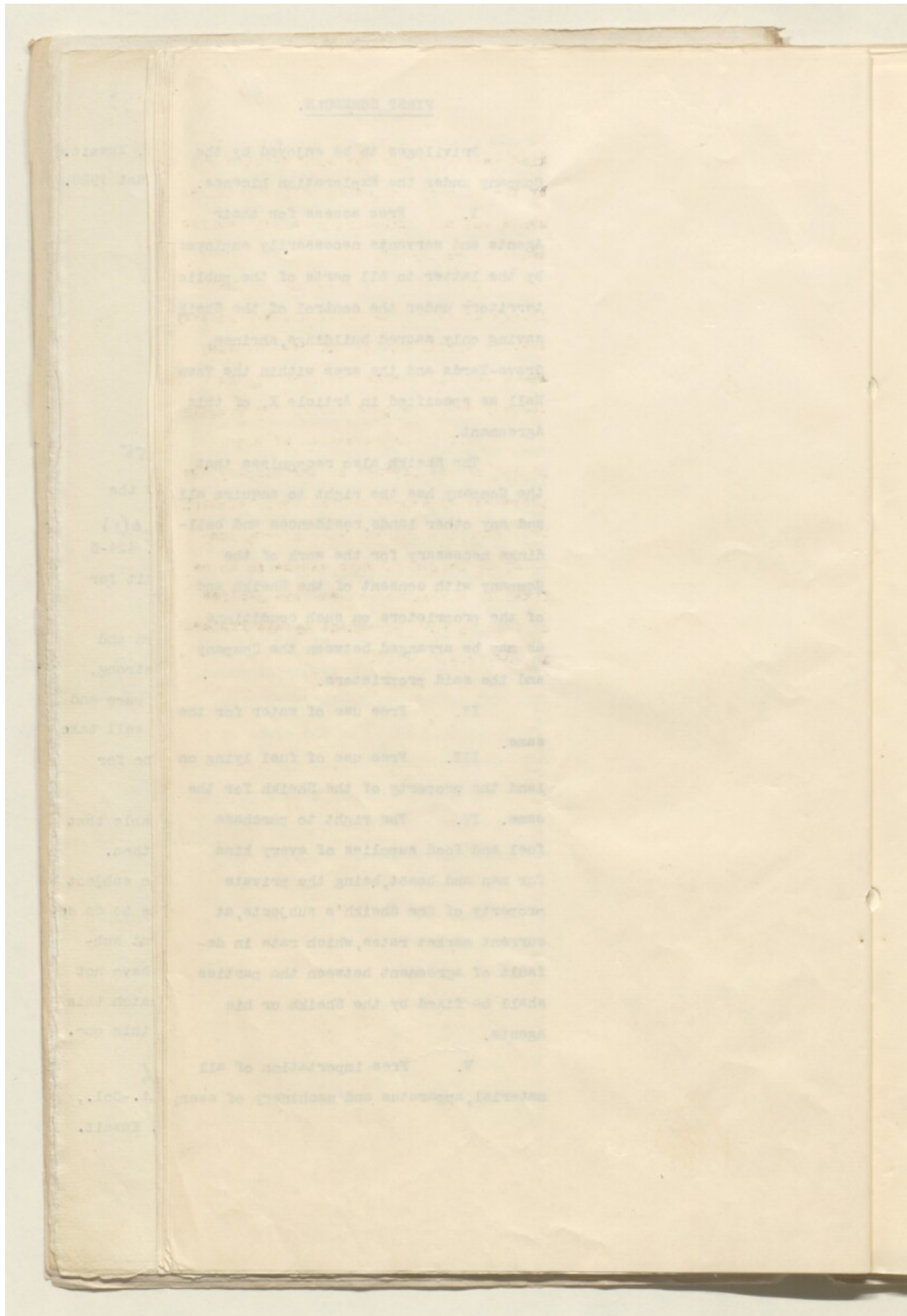
The Sheikh also recognises that the Company has the right to acquire all and any other lands, residences and buildings necessary for the work of the Company with consent of the Sheikh and of the proprietors on such conditions as may be arranged between the Company and the said proprietors.

II. Free use of water for the same.

III. Free use of fuel lying on land the property of the Sheikh for the same.

IV. The right to purchase fuel and food supplies of every kind for man and beast, being the private property of the Sheikh's subjects, at current market rates, which rate in default of agreement between the parties shall be fixed by the Sheikh or his Agents.

V. Free importation of all material, apparatus and machinery of every





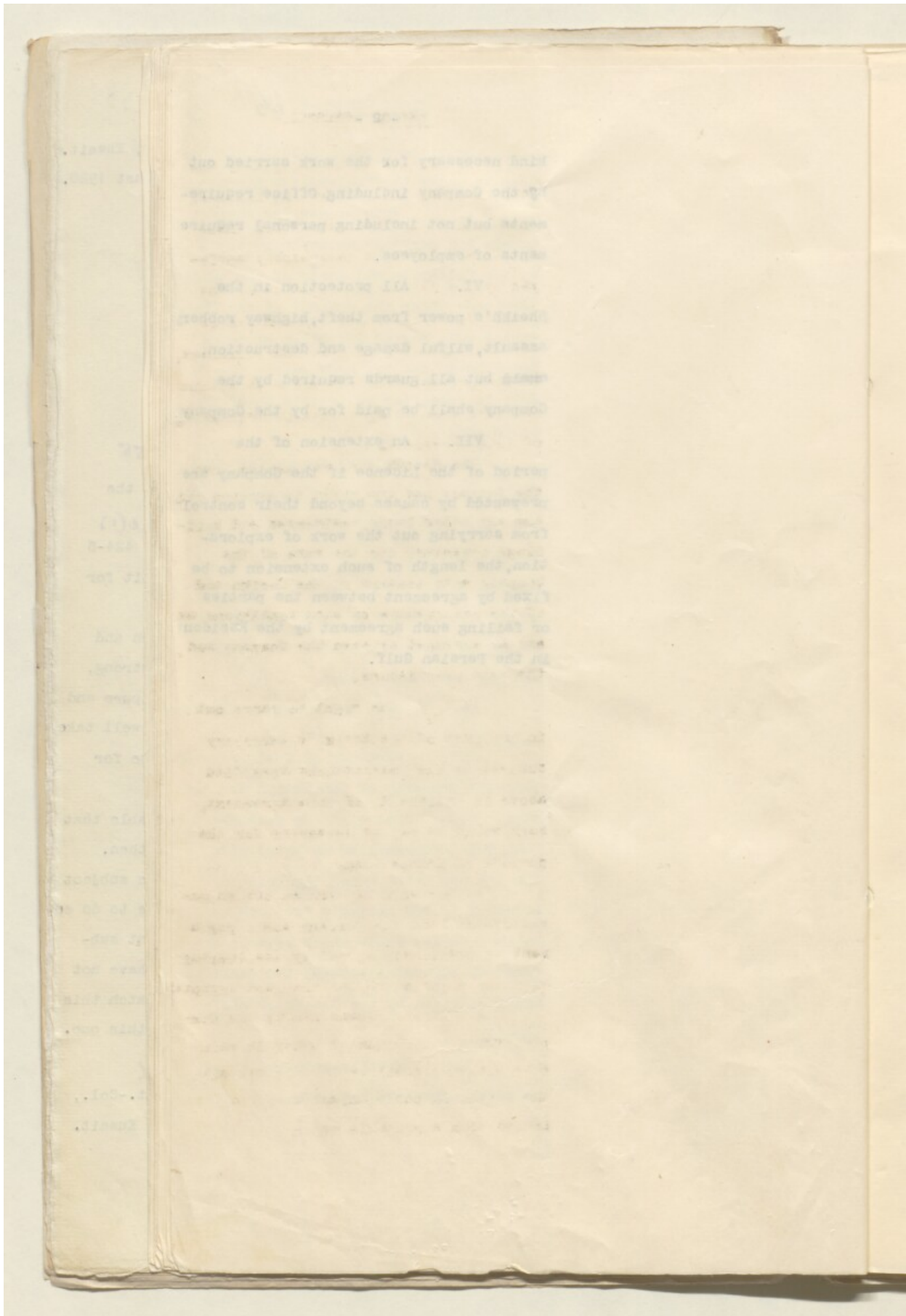


- 2 -

kind necessary for the work carried out by the Company including Office requirements but not including personal requirements of employees.

VI. All protection in the Sheikh's power from theft, highway robbery, assault, wilful damage and destruction, ~~shall~~ but all guards required by the Company shall be paid for by the Company.

VII. An extension of the period of the Licence if the Company are ~~prevented~~ by causes beyond their control from carrying out the work of exploration, the length of such extension to be fixed by agreement between the parties or failing such agreement by the Resident in the Persian Gulf.





67  
SECOND SCHEDULE.

Privileges to be enjoyed by the Company under the Prospecting Licence.

I. Free access for their Agents and servants necessarily employed by the latter to all parts of the public territory under the control of the Sheikh, saving only sacred buildings, shrines, Grave-Yards and the area within the Town Wall as specified in Article X, of this Agreement.

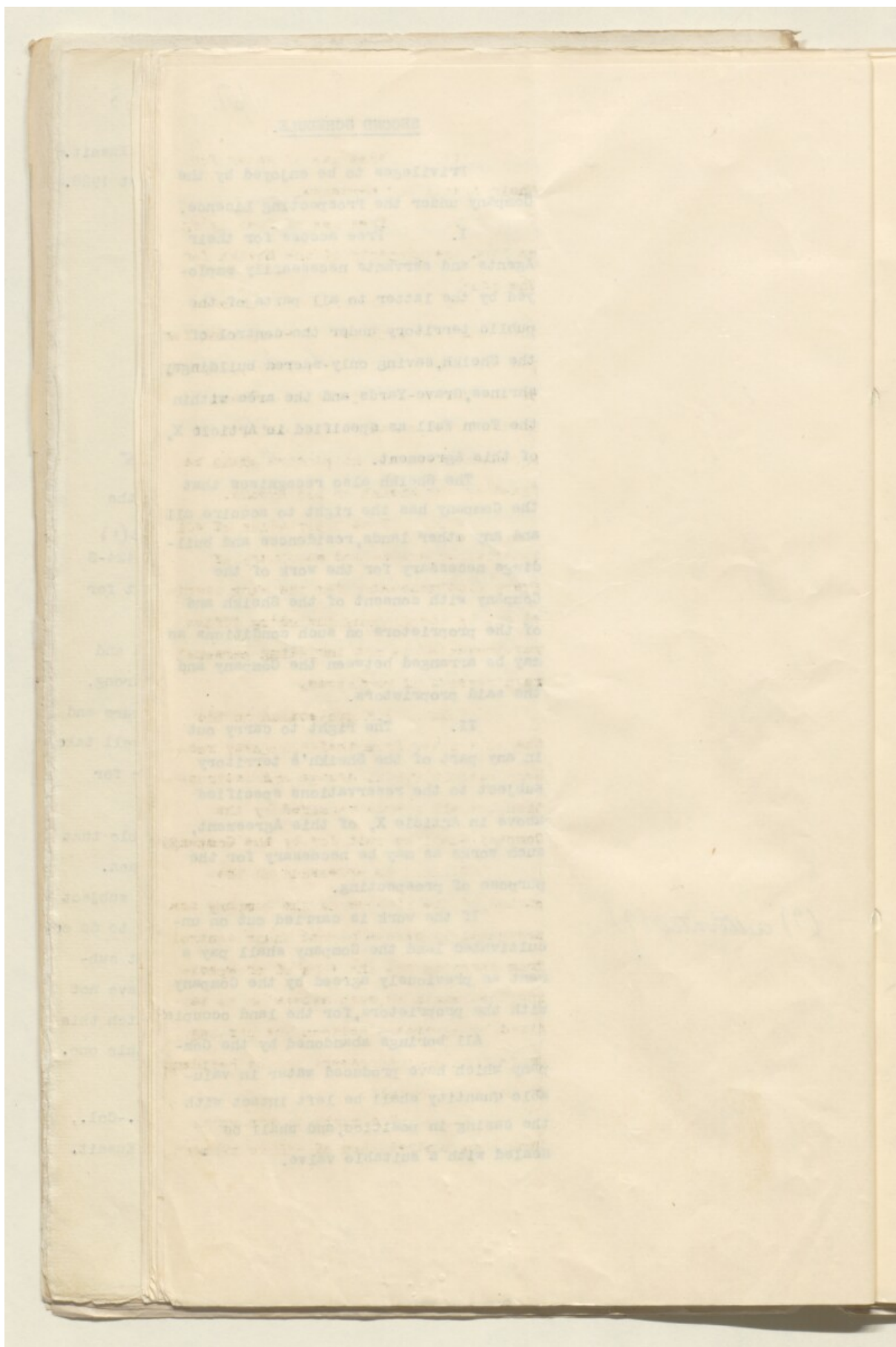
The Sheikh also recognises that the Company has the right to acquire all and any other lands, residences and buildings necessary for the work of the Company with consent of the Sheikh and of the proprietors on such conditions as may be arranged between the Company and the said proprietors.

II. The right to carry out in any part of the Sheikh's territory subject to the reservations specified above in Article X, of this Agreement, such works as may be necessary for the purpose of prospecting.

(?) cultivated (?)  
If the work is carried out on uncultivated land the Company shall pay a rent as previously agreed by the Company with the proprietors, for the land occupied.

All borings abandoned by the Company which have produced water in valuable quantity shall be left intact with the casing in position, and shall be sealed with a suitable valve.







- 2 -

III. Free use of water for their Agents and servants.

IV. Free use of fuel lying on land the property of the Sheikh for the same.

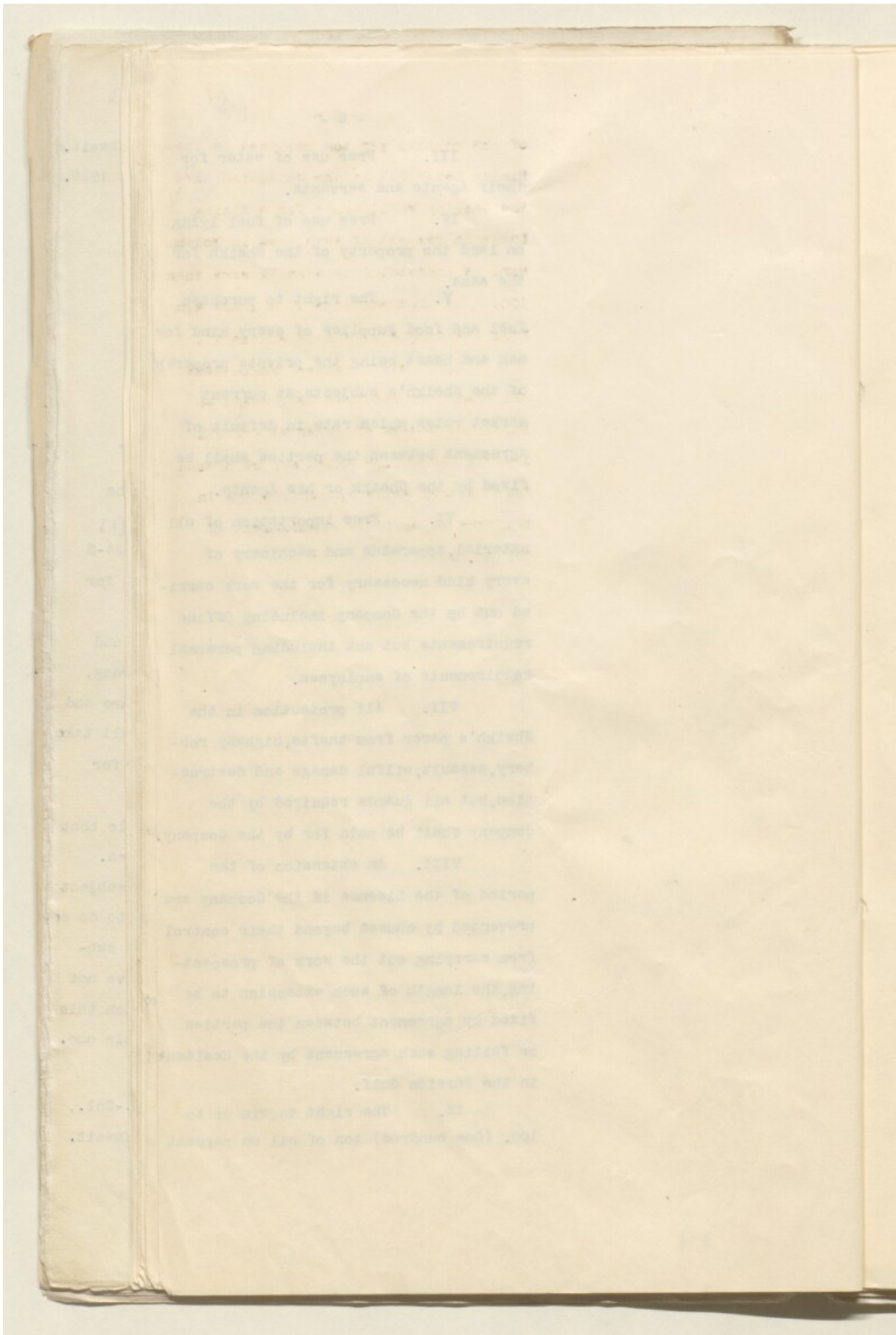
V. The right to purchase fuel and food supplies of every kind for man and beast, being the private property of the Sheikh's subjects, at current market rates, which rate in default of agreement between the parties shall be fixed by the Sheikh or his Agents.

VI. Free importation of all material, apparatus and machinery of every kind necessary for the work carried out by the Company including Office requirements but not including personal requirements of employees.

VII. All protection in the Sheikh's power from thefts, highway robbery, assault, wilful damage and destruction, but all guards required by the Company shall be paid for by the Company.

VIII. An extension of the period of the Licence if the Company are prevented by causes beyond their control from carrying out the work of prospecting, the length of such extension to be fixed by agreement between the parties or failing such agreement by the Resident in the Persian Gulf.

IX. The right to win up to 100. (One hundred) ton of oil on payment



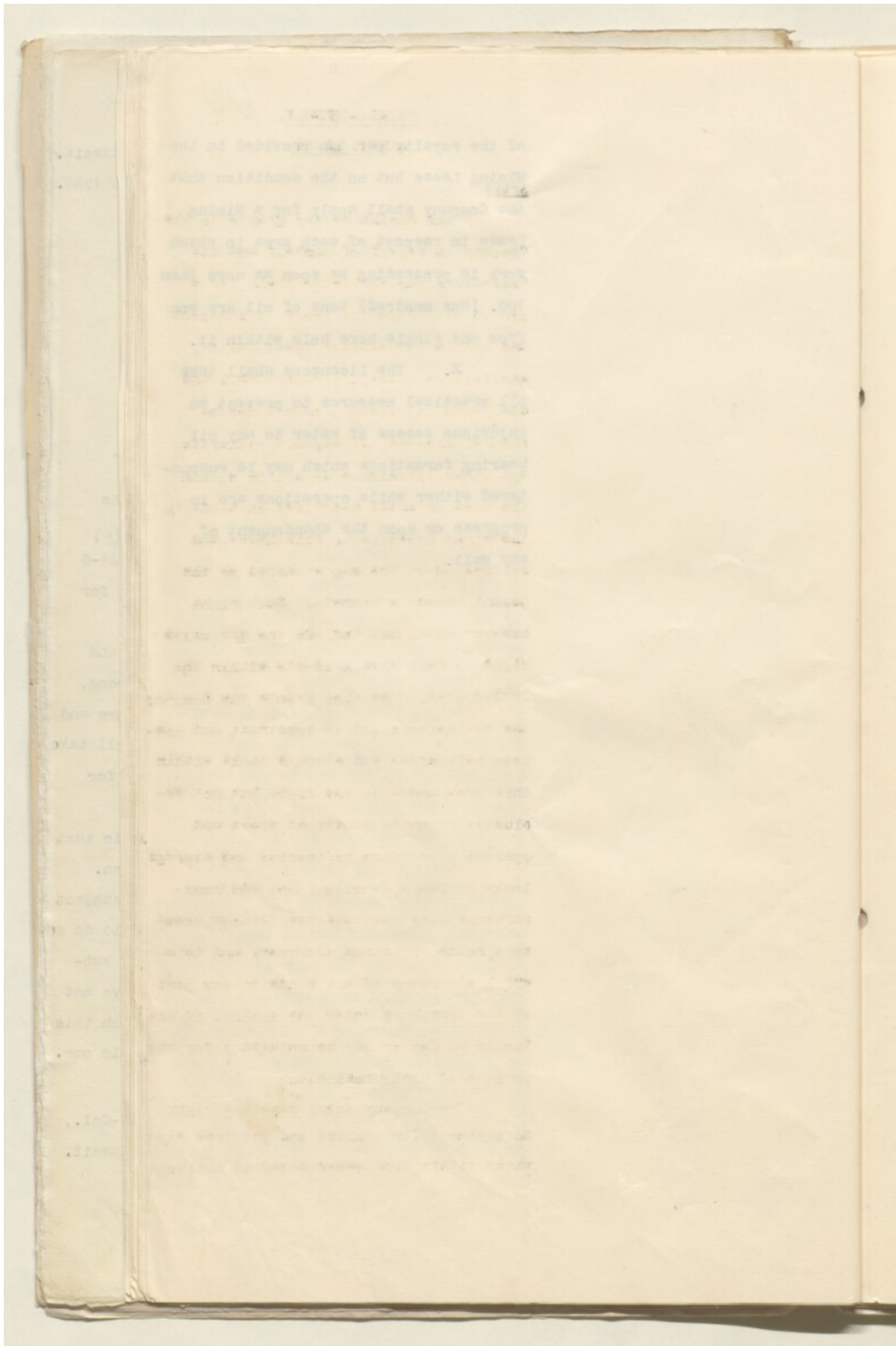




- 3 -

of the royalty per ton provided in the Mining Lease but on the condition that the Company shall apply for a Mining Lease in respect of each area in which work is proceeding as soon as more than 100. (One hundred) tons of oil are won from one single bore hole within it.

X. The Licencees shall take all practical measures to prevent an injurious access of water to any oil bearing formations which may be encountered either while operations are in progress or upon the abandonment of any well.





70  
THIRD SCHEDULE.

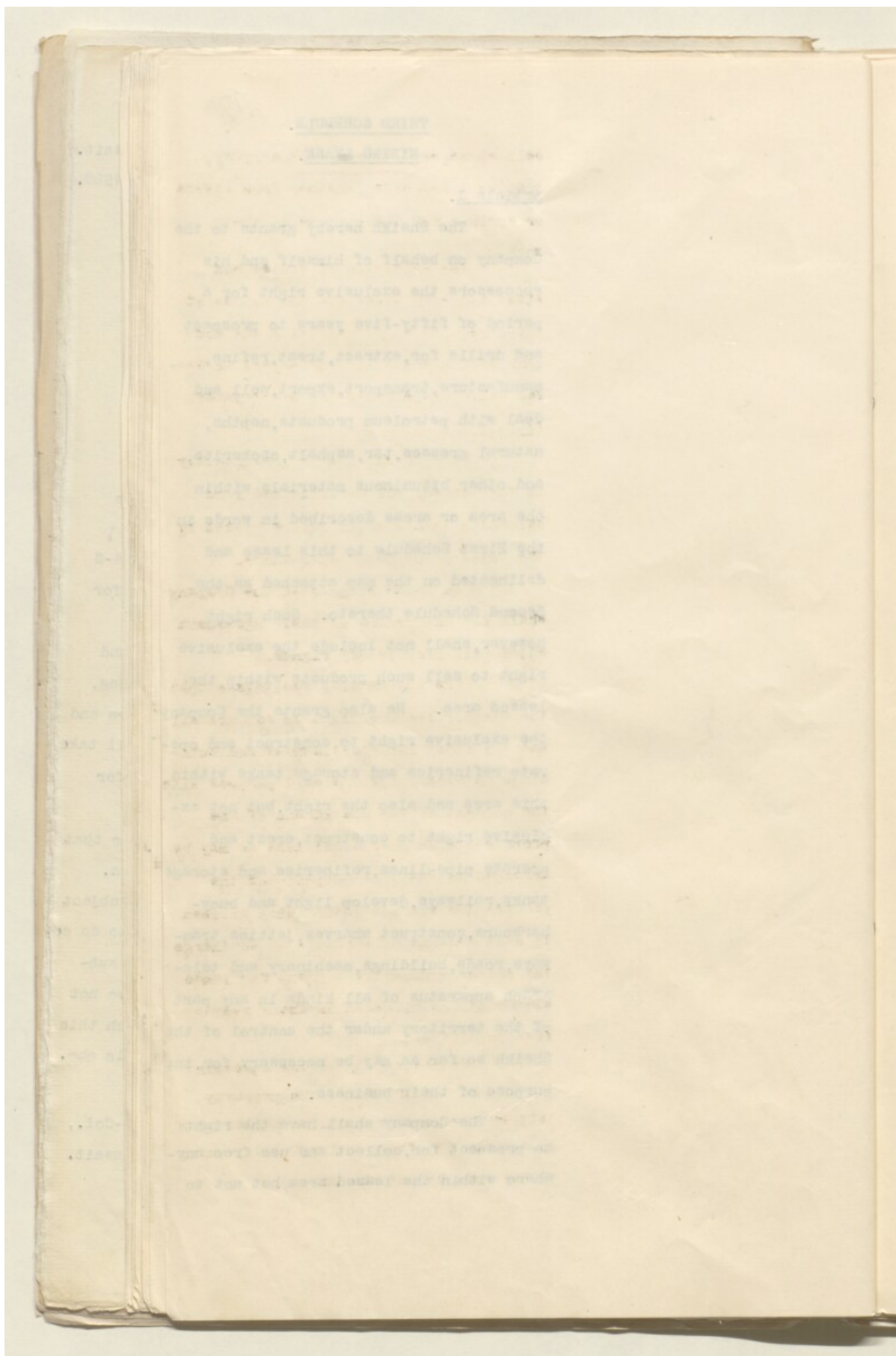
MINING LEASE.

Article I.

The Sheikh hereby grants to the Company on behalf of himself and his successors the exclusive right for a period of fifty-five years to prospect and drille for, extract, treat, refine, manufacture, transport, export, sell and deal with petroleum products, neptha, natural greases, tar, asphalt, ozokerite, and other bituminous materials within the area or areas described in words in the First Schedule to this Lease and delineated on the map attached as the Second Schedule thereto. Such right however, shall not include the exclusive right to sell such products within the leased area. He also grants the Company the exclusive right to construct and operate refineries and storage tanks within this area and also the right, but not exclusive right to construct, erect and operate pipe-lines, refineries and storage tanks, railways, develop light and buoy-harbours, construct wharves, jetties, tramways, roads, buildings, machinery and telegraph apparatus of all kinds in any part of the territory under the control of the Sheikh so far as may be necessary for the purpose of their business.

The Company shall have the right to prospect for, collect and use free anywhere within the leased area, but not to







- 2 -

sell stone, sand, gypsum, salt, sulphur, clay, wood and water whether from rivers or springs, for the purpose of their work.

The selection of routes and sites for such works and the course of the pipe-line shall rest with the Company, saving and with due respect to sacred buildings, shrines and Grave-yards.

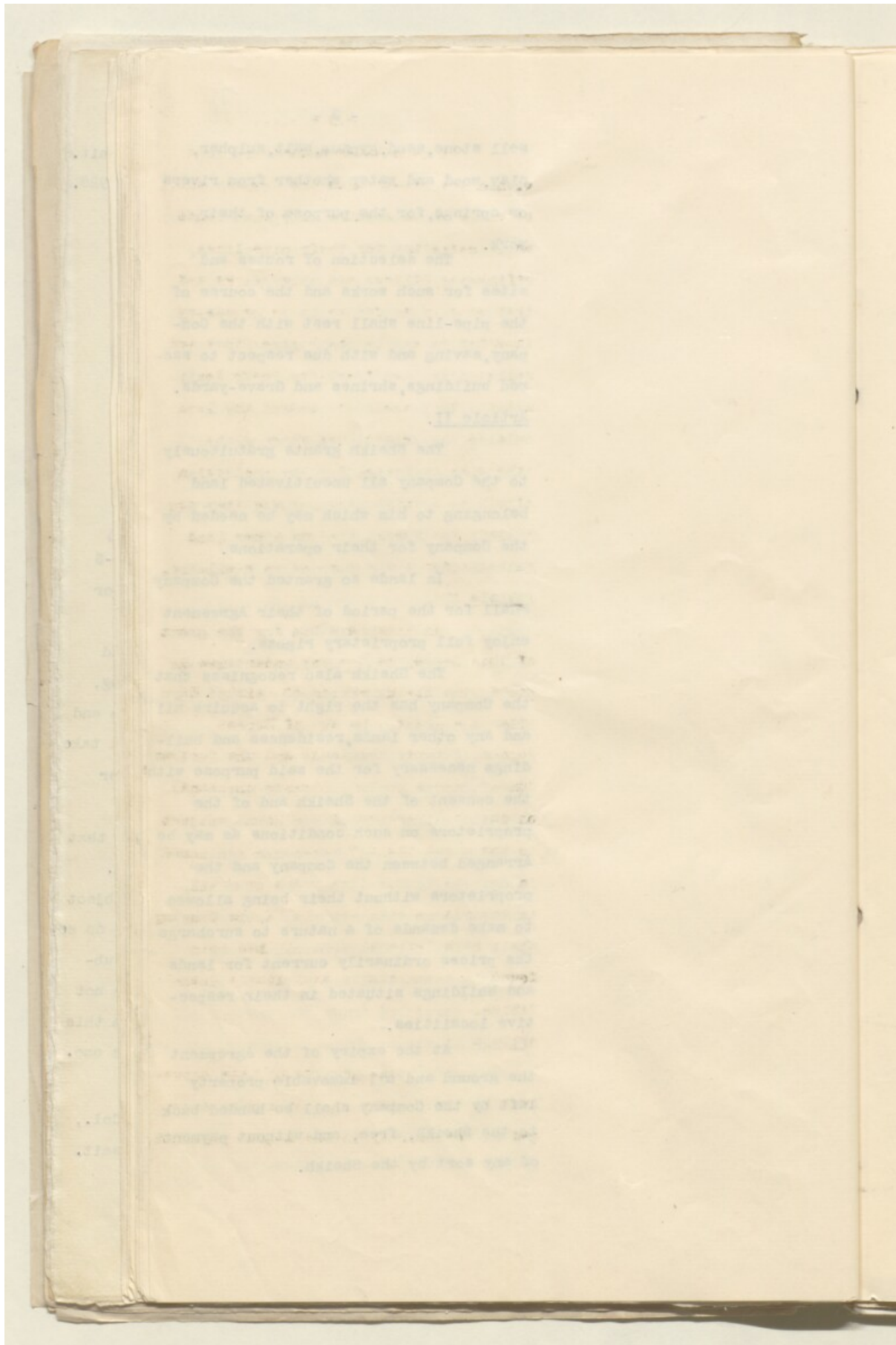
Article II.

The Sheikh grants gratuitously to the Company all uncultivated land belonging to him which may be needed by the Company for their operations.

In lands so granted the Company shall for the period of their Agreement enjoy full proprietary rights.

The Sheikh also recognises that the Company has the right to acquire all and any other lands, residences and buildings necessary for the said purpose with the consent of the Sheikh and of the proprietors on such conditions as may be arranged between the Company and the proprietors without their being allowed to make demands of a nature to surcharge the prices ordinarily current for lands and buildings situated in their respective localities.

At the expiry of the Agreement the ground and all immovable property left by the Company shall be handed back to the Sheikh, free, and without payment of any sort by the Sheikh.







- 3 -

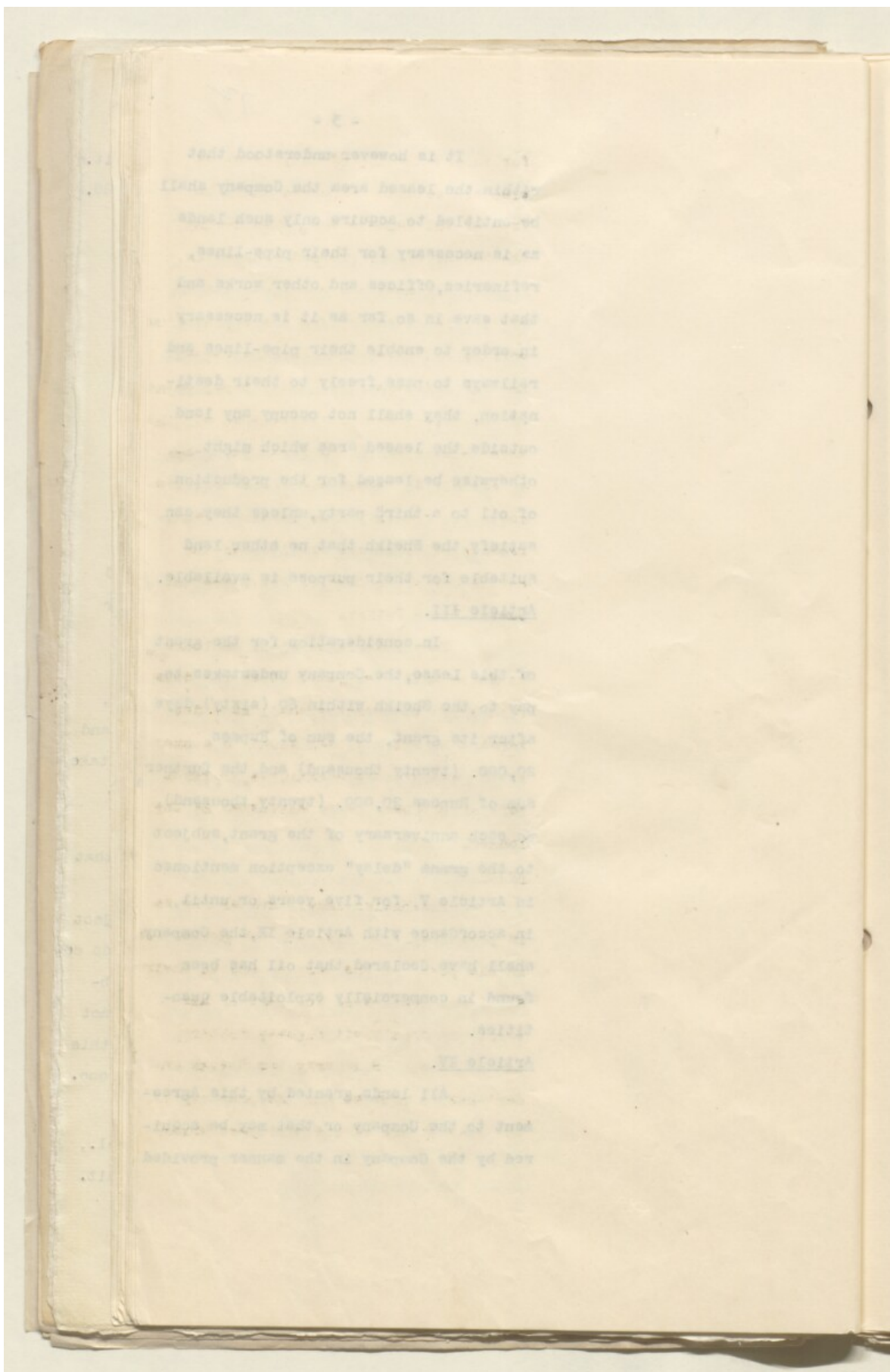
It is however understood that within the leased area the Company shall be entitled to acquire only such lands as is necessary for their pipe-lines, refineries, Offices and other works and that save in so far as it is necessary in order to enable their pipe-lines and railways to pass freely to their destination, they shall not occupy any land outside the leased area which might otherwise be leased for the production of oil to a third party, unless they can satisfy the Sheikh that no other land suitable for their purpose is available.

Article III.

In consideration for the grant of this Lease, the Company undertakes to pay to the Sheikh within 60 (sixty) days after its grant, the sum of Rupees 20,000. (twenty thousand) and the further sum of Rupees 20,000. (twenty thousand) on each anniversary of the grant, subject to the grant "delay" exception mentioned in Article V, for five years or until, in accordance with Article IX, the Company shall have declared that oil has been found in commercially exploitable quantities.

Article IV.

All lands granted by this Agreement to the Company or that may be acquired by the Company in the manner provided





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for in Article II, of this Lease as also all products exported shall be free of all imposts and taxes during the tenure of the present Concession.

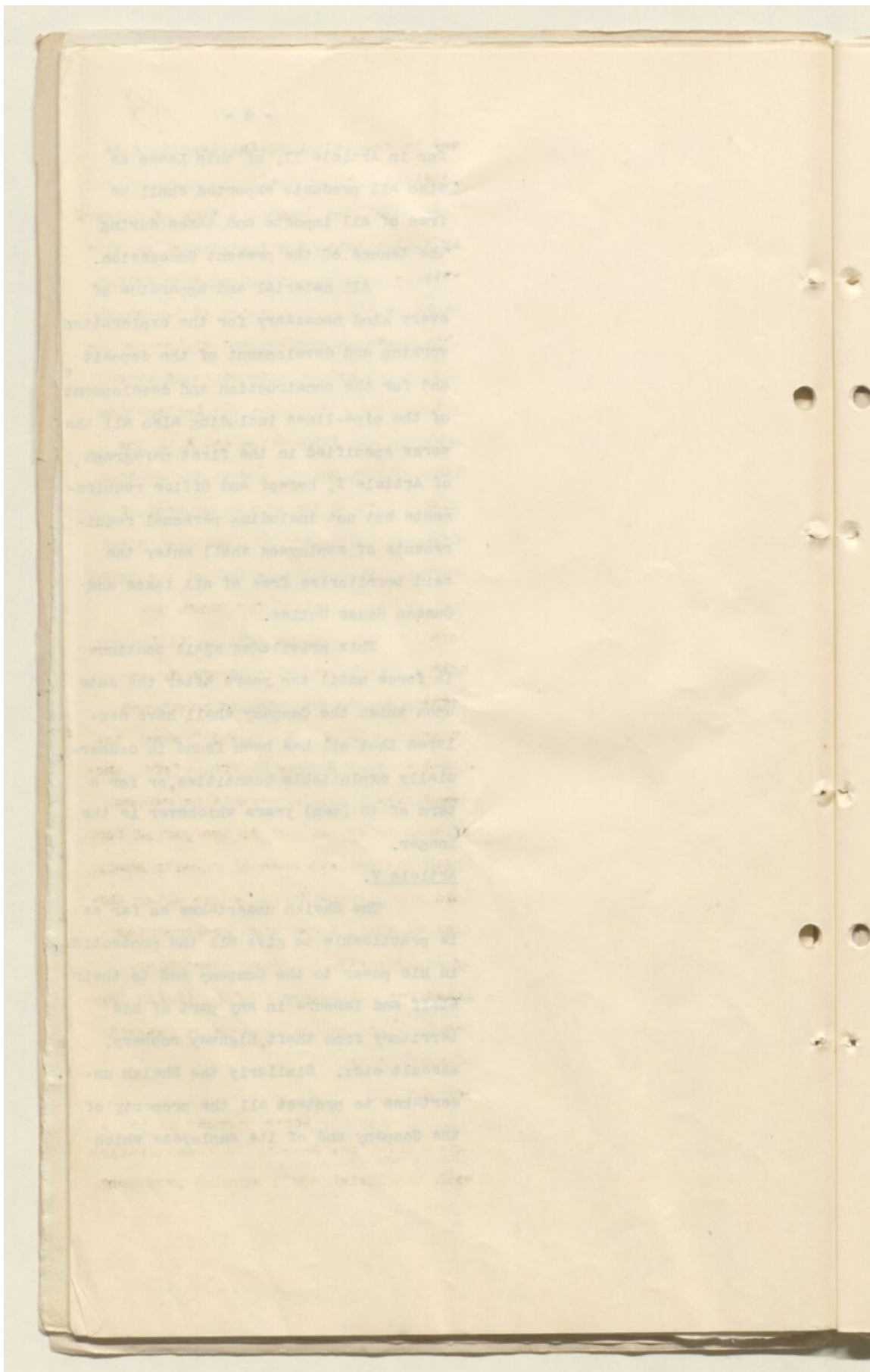
All material and apparatus of every kind necessary for the exploration working and development of the deposit and for the construction and development of the pipe-lines including also all the works specified in the first paragraph of Article I, hereof and Office requirements but not including personal requirements of employees shall enter the said territories free of all taxes and Custom House Duties.

This privileges shall continue in force until two years after the date upon which the Company shall have declared that oil has been found in commercially exploitable quantities, or for a term of 10 (ten) years whichever is the longer.

Article V.

The Sheikh undertakes so far as is practicable to give all the protection in his power to the Company and to their staff and labours in any part of his territory from theft, highway robbery, assault etc;. Similarly the Sheikh undertakes to protect all the property of the Company and of its employees which







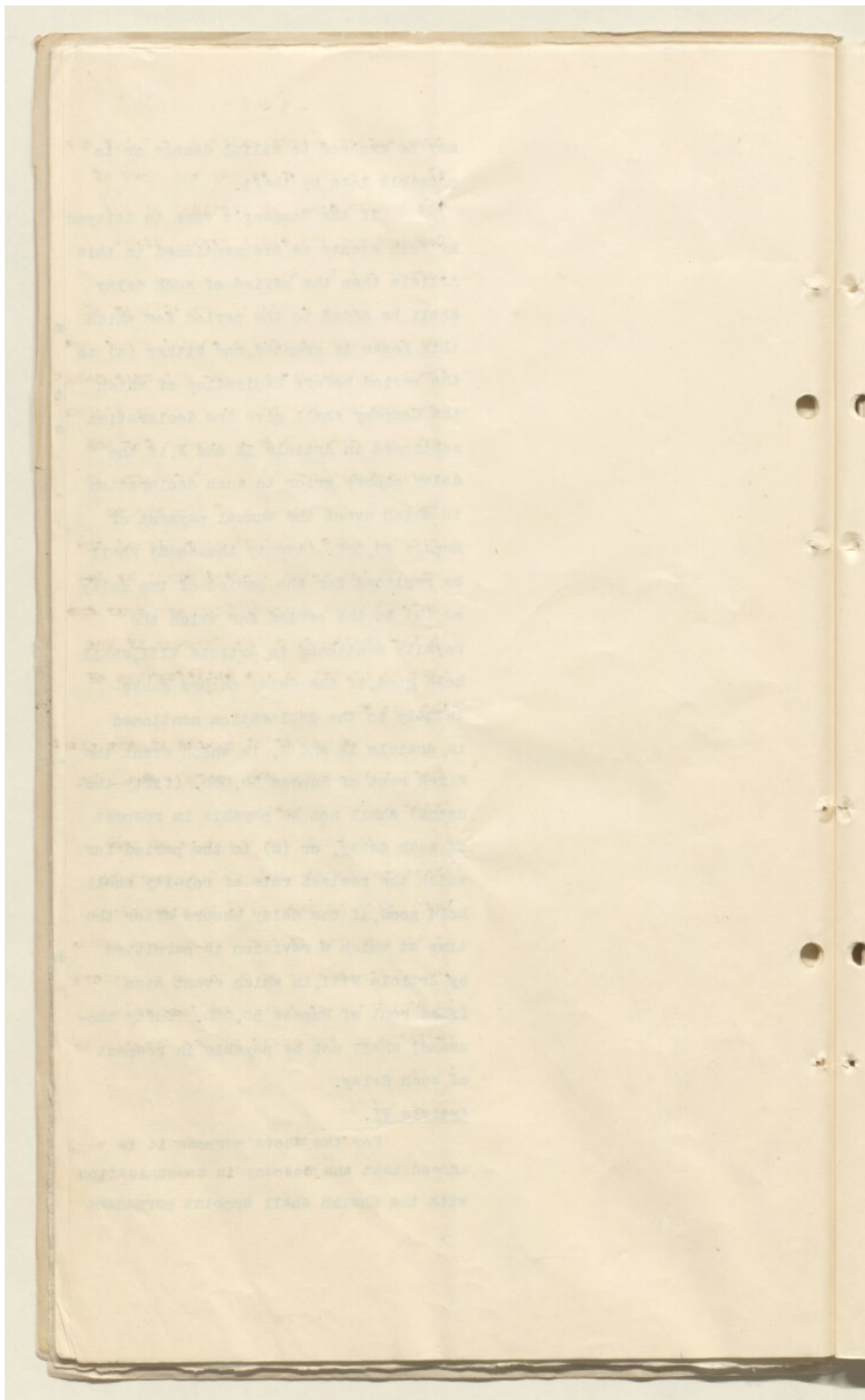
- 5 -

may be exposed to wilful damage or to possible loss by theft.

If the Company's work is delayed by such events as are mentioned in this Article then the period of such delay shall be added to the period for which this Lease is granted, and either (a) to the period before expiration of which the Company shall give the declaration mentioned in Article IX and X, if the delay occurs prior to such declaration in which event the annual payment of Rupees 20,000. (twenty thousand) shall be remitted for the period of the delay or (b) to the period for which the royalty mentioned in Article VIII, shall hold good, if the delay occurs subsequently to the declaration mentioned in Article IX and X, in which event the fixed rent of Rupees 50,000. (fifty thousand) shall not be payable in respect of such delay, or (c) to the period for which the revised rate of royalty shall hold good, if the delay occurs after the time at which a revision is permitted by Article VIII, in which event also fixed rent of Rupees 50,000. (fifty thousand) shall not be payable in respect of such delay.

Article VI.

For the above purpose it is agreed that the Company in communication with the Sheikh shall appoint permanent







- 6 -

trustworthy guards under a reliable man of good family whose pay and that of the guards shall be provided by the Company and who shall remain there Summer and Winter.

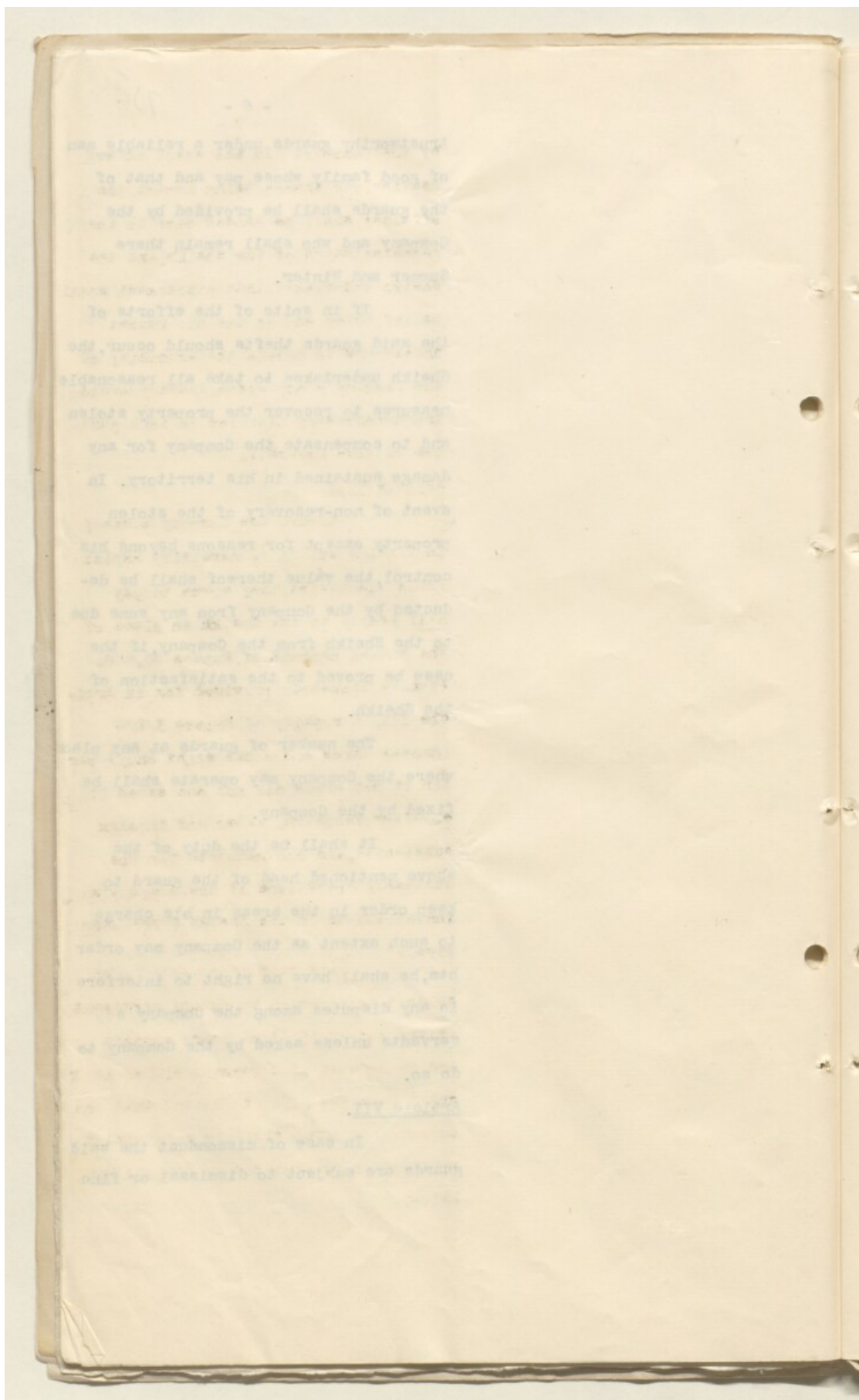
If in spite of the efforts of the said guards thefts should occur, the Sheikh undertakes to take all reasonable measures to recover the property stolen and to compensate the Company for any damage sustained in his territory. In event of non-recovery of the stolen property except for reasons beyond his control, the value thereof shall be deducted by the Company from any sums due to the Sheikh from the Company, if the case be proved to the satisfaction of the Sheikh.

The number of guards at any place where the Company may operate shall be fixed by the Company.

It shall be the duty of the above mentioned head of the guard to keep order in the areas in his charge to such extent as the Company may order him, he shall have no right to interfere in any disputes among the Company's servants unless asked by the Company to do so.

Article VII.

In case of misconduct the said guards are subject to dismissal or fine





76  
- 7 -

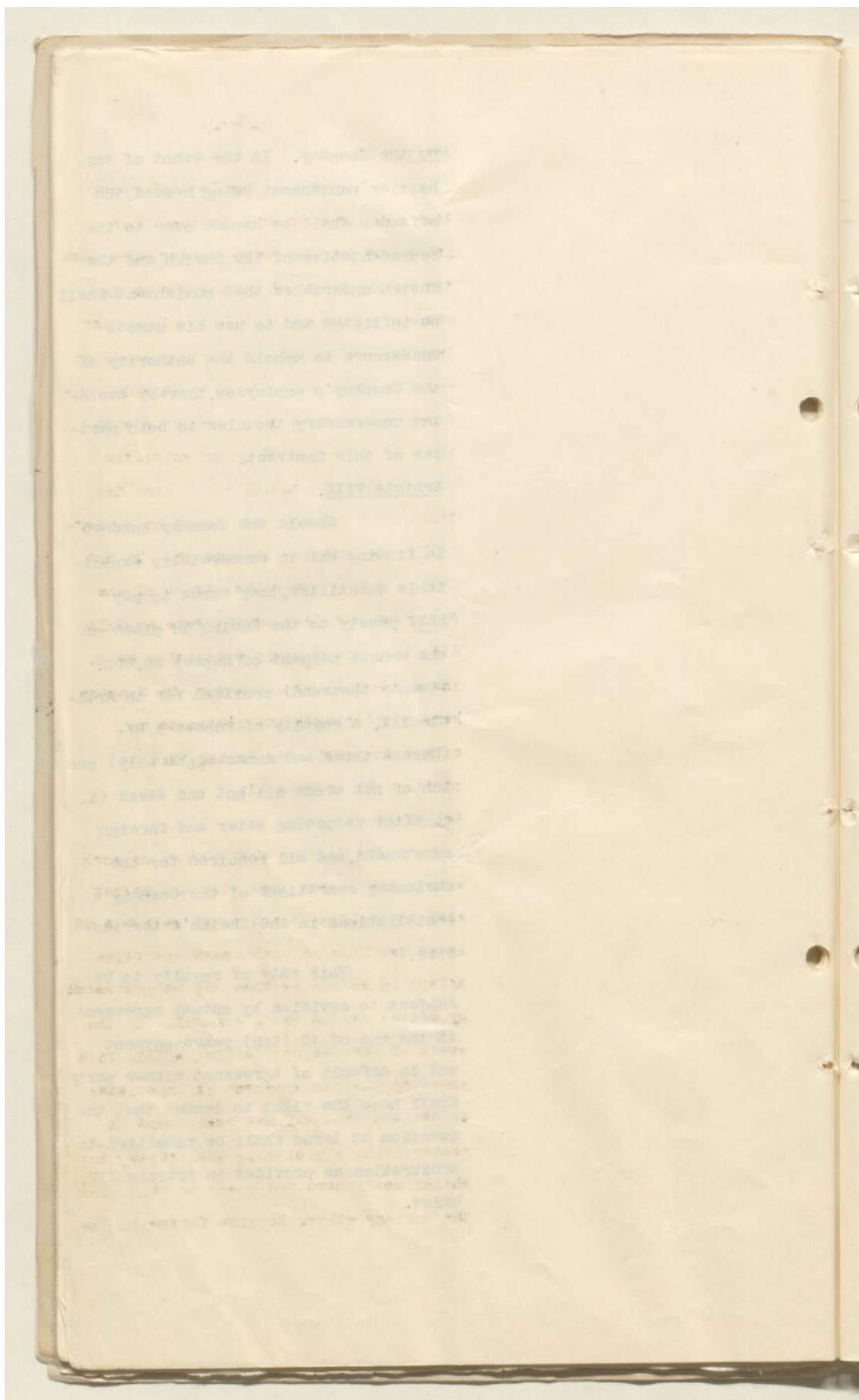
by the Company. In the event of any heavier punishment being needed, the offender shall be handed over to the representative of the Sheikh, and the Sheikh undertakes that punishment shall be inflicted and to use his utmost endeavours to uphold the authority of the Company's employees, thereby avoiding unnecessary troubles to both parties of this Contract.

Article VIII.

Should the Company succeed in finding oil in commercially exploitable quantities, they agree to pay half yearly to the Sheikh in place of the annual payment of Rupees 20,000. (twenty thousand) provided for in Article III, a royalty of Rupees 3/8/- (Rupees three and Annas eight only) per ton of net crude oil got and saved (i. e. after deducting water and foreign substances, and oil required for the customary operations of the Company's installations in the Sheikh's territories.)

This rate of royalty to be subject to revision by mutual agreement at the end of 10 (ten) years payment and in default of agreement either party shall have the right to demand that the question at issue shall be submitted to arbitration as provided in Article XIV, below.







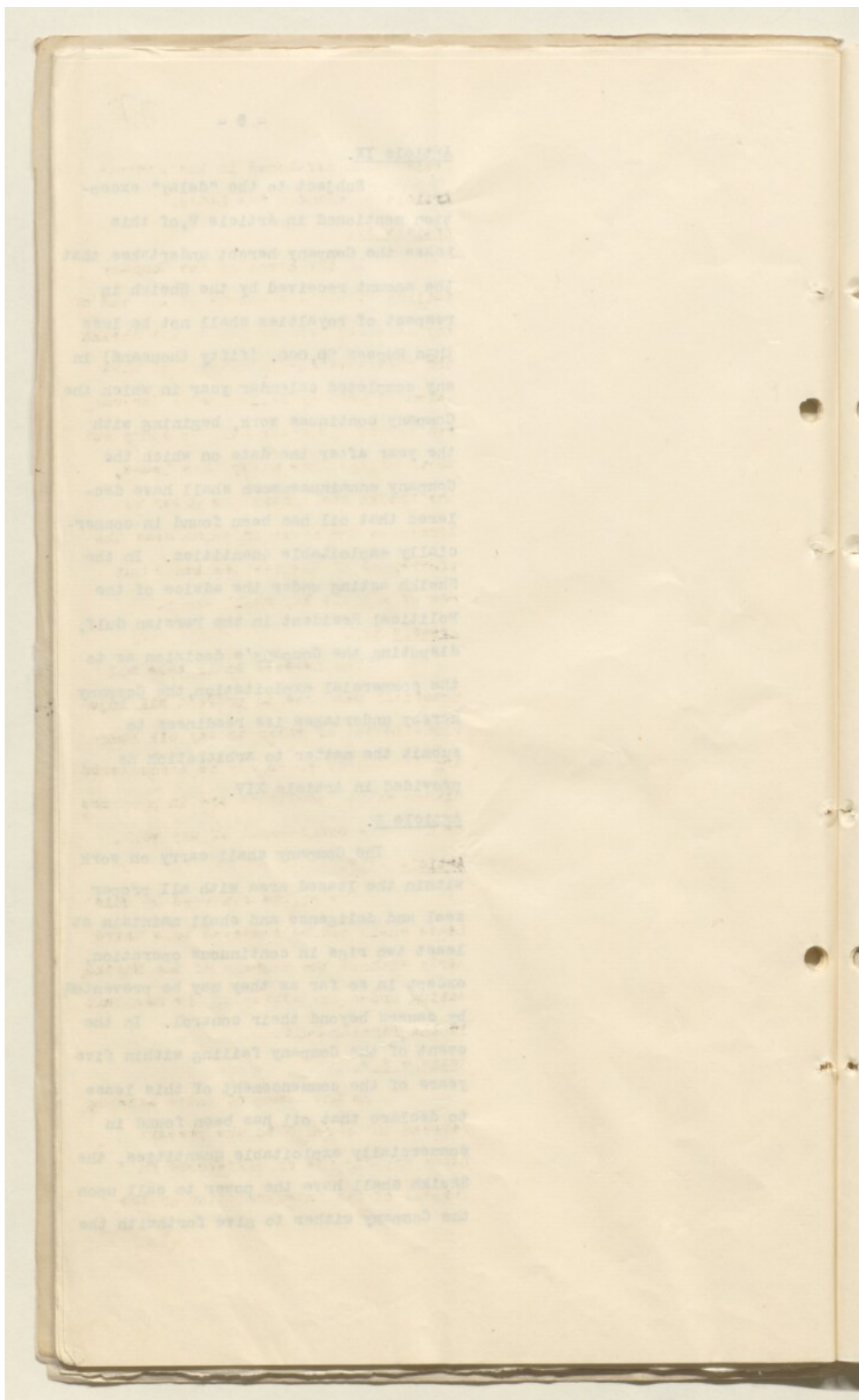
- 8 -

Article IX.

Subject to the "delay" exception mentioned in Article V, of this Lease the Company hereby undertakes that the amount received by the Sheikh in respect of royalties shall not be less than Rupees 50,000. (fifty thousand) in any completed calendar year in which the Company continues work, beginning with the year after the date on which the Company ~~continues work~~ shall have declared that oil has been found in commercially exploitable quantities. In the Sheikh acting under the advice of the Political Resident in the Persian Gulf, disputing the Company's decision as to the commercial exploitation, the Company hereby undertakes its readiness to submit the matter to arbitration as provided in Article XIV.

Article X.

The Company shall carry on work within the leased area with all proper zeal and diligence and shall maintain at least two rigs in continuous operation, except in so far as they may be prevented by causes beyond their control. In the event of the Company failing within five years of the commencement of this lease to declare that oil has been found in commercially exploitable quantities, the Sheikh shall have the power to call upon the Company either to give forthwith the







- 9 -

78  
preceding?  
declaration mentioned in the present  
Article <sup>(c)</sup> to abandon the Lease.

Article XI.

In the event of the Company failing within six months of the end of any calendar year to pay to the Sheikh the royalties due in respect of that calendar year or failing, save for causes beyond their control, to carry out their obligations under this Lease, the Sheikh shall have the power to terminate the Lease in which case the provisions of the last sentence but one of Article II, shall apply.

Article XII.

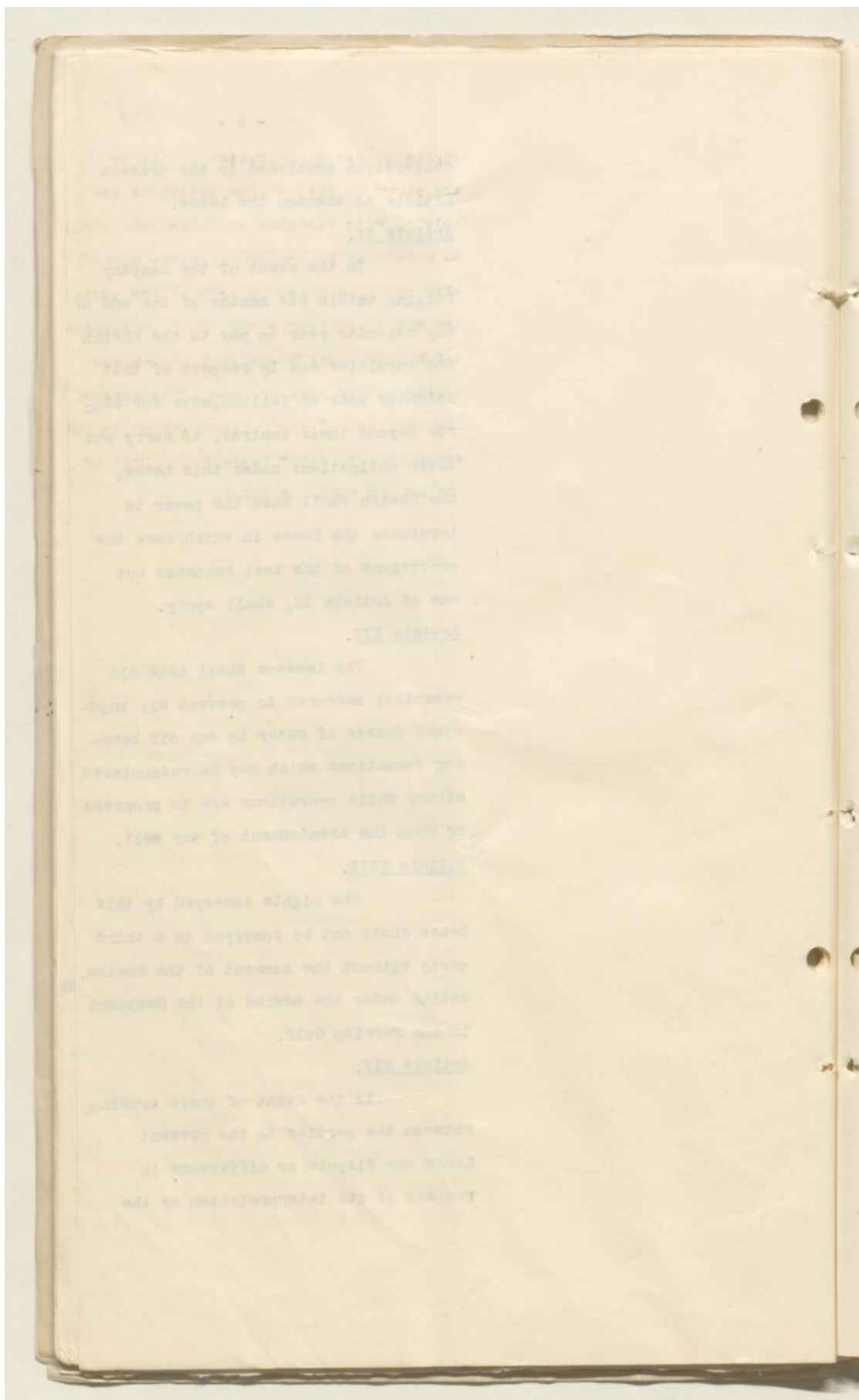
The Lessees shall take all practical measures to prevent all injurious access of water to any oil bearing formations which may be encountered either while operations are in progress or upon the abandonment of any well.

Article XIII.

The rights conveyed by this Lease shall not be conveyed to a third party without the consent of the Sheikh, acting under the advice of the Resident in the Persian Gulf.

Article XIV.

In the event of there arising between the parties to the present Lease any dispute or difference in respect of its interpretation or the

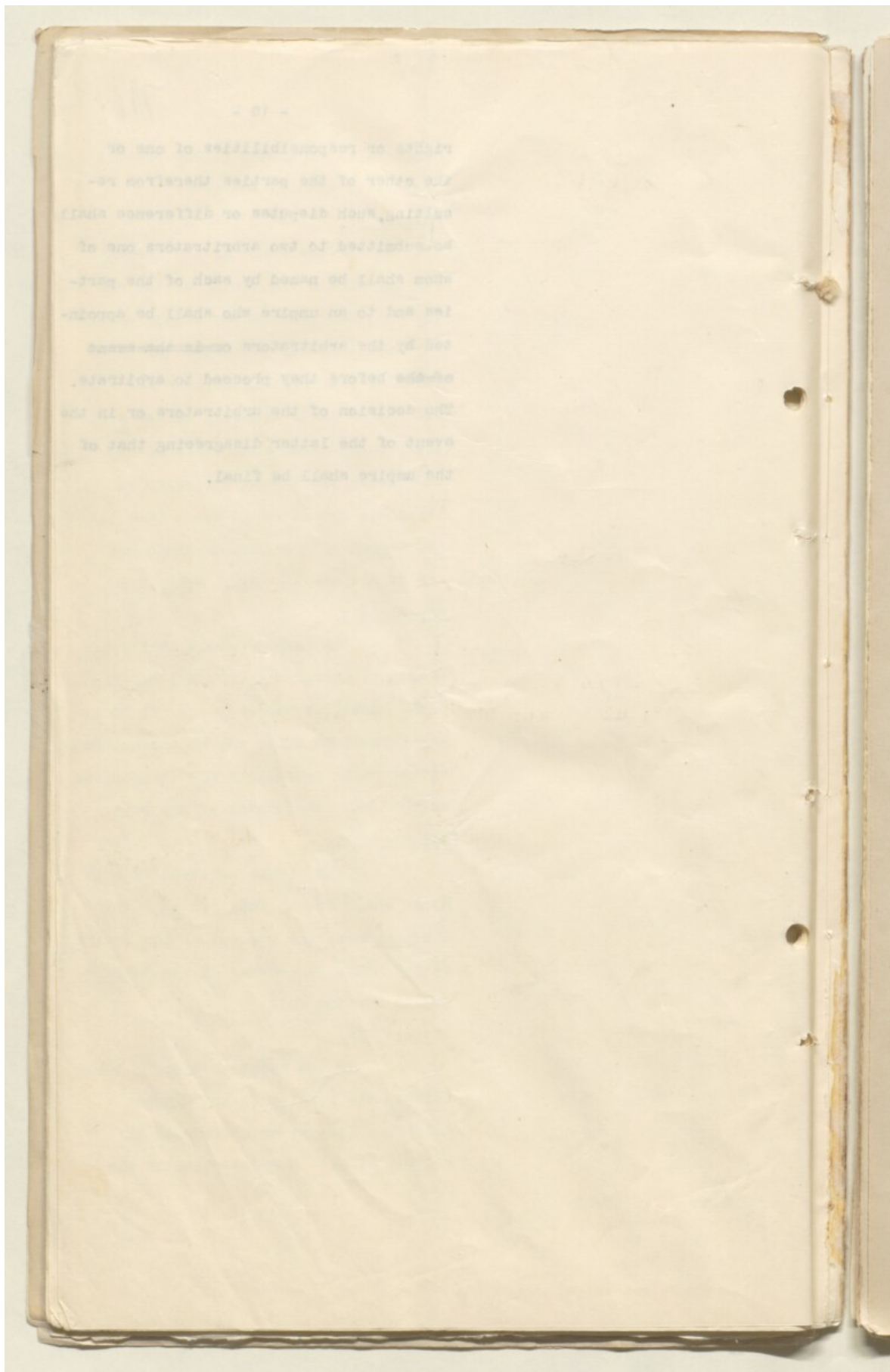


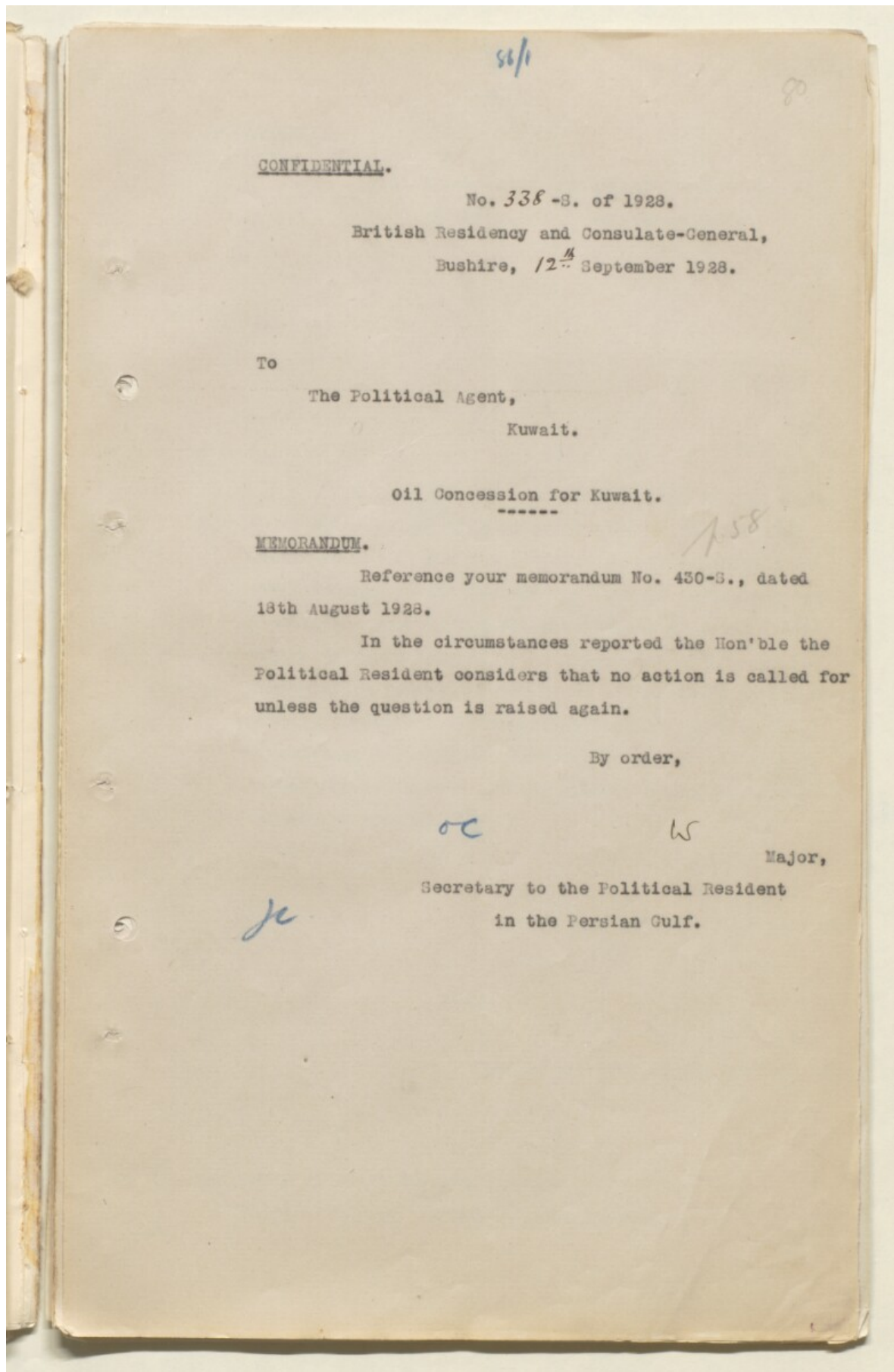


- 10 -

rights or responsibilities of one or the other of the parties therefrom resulting, such disputes or difference shall be submitted to two arbitrators one of whom shall be named by each of the parties and to an umpire who shall be appointed by the arbitrators ~~or in the event of the~~ before they proceed to arbitrate. The decision of the arbitrators or in the event of the latter disagreeing that of the umpire shall be final.







CONFIDENTIAL.

No. 336 -S. of 1928.

British Residency and Consulate-General,  
Bushire, /2<sup>nd</sup> September 1928.

To

The Political Agent,  
Kuwait.

Oil Concession for Kuwait.  
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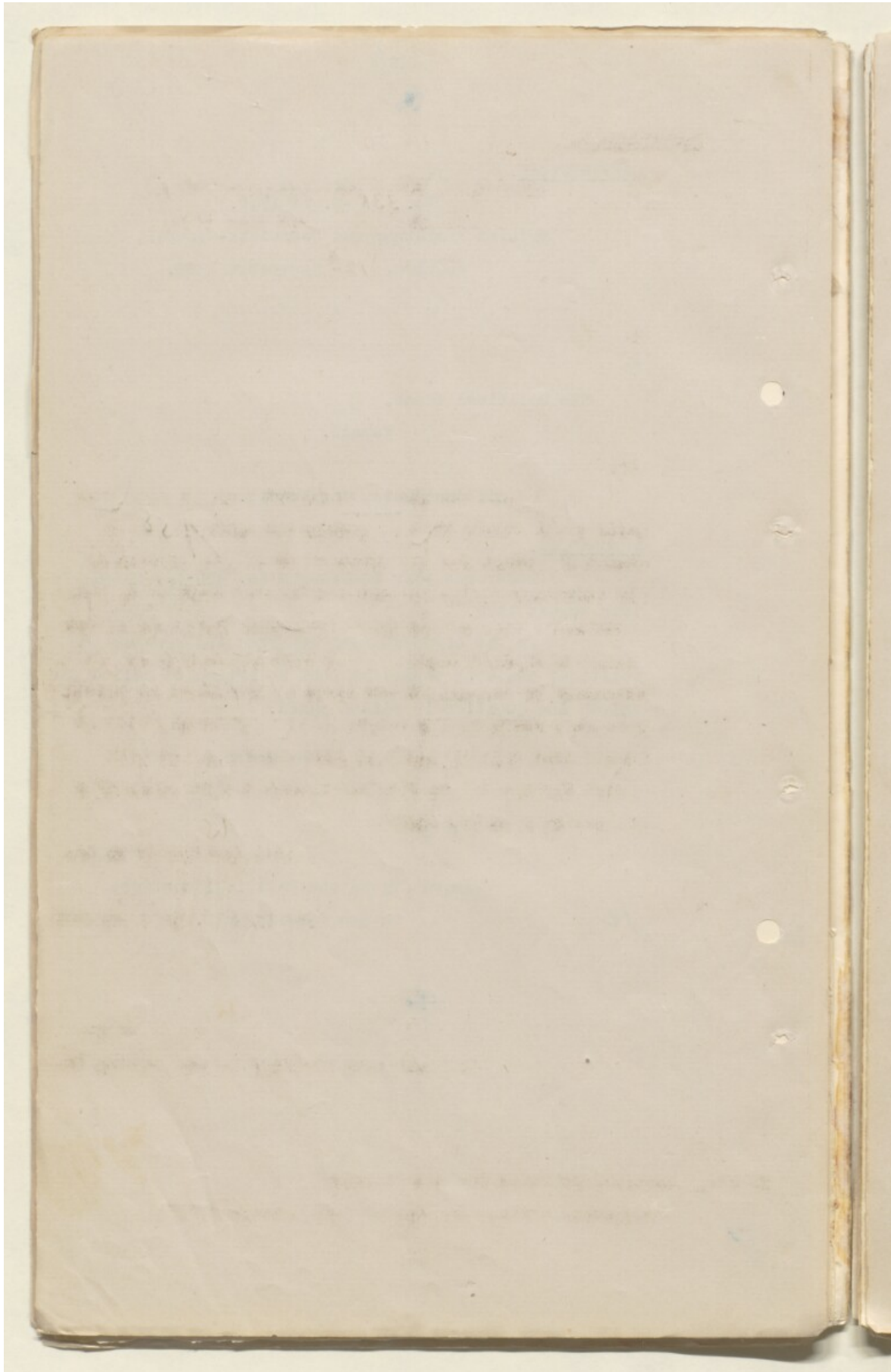
MEMORANDUM.

Reference your memorandum No. 430-S., dated  
18th August 1928.

In the circumstances reported the Hon'ble the  
Political Resident considers that no action is called for  
unless the question is raised again.

By order,

Major,  
Secretary to the Political Resident  
in the Persian Gulf.







86/1 81  
CONFIDENTIAL.

British Residency and Consulate-General,  
Bushire, 12<sup>th</sup> September 1928.

No. 30

Sir,

127 I have the honour to report that in July last Major Frank Holmes with my permission approached the Shaikh of Kuwait for the grant of an oil concession in his territory to the Eastern and General Syndicate, Ltd. I enclose a copy of the draft agreement submitted to the Shaikh by Major Holmes. I have not considered it necessary to comment on the terms of the draft, as together with it I received the report of the Political Agent at Kuwait that Major Holmes had left Kuwait on the 11th August for the United Kingdom without having obtained a concession from the Shaikh.

I have the honour to be,

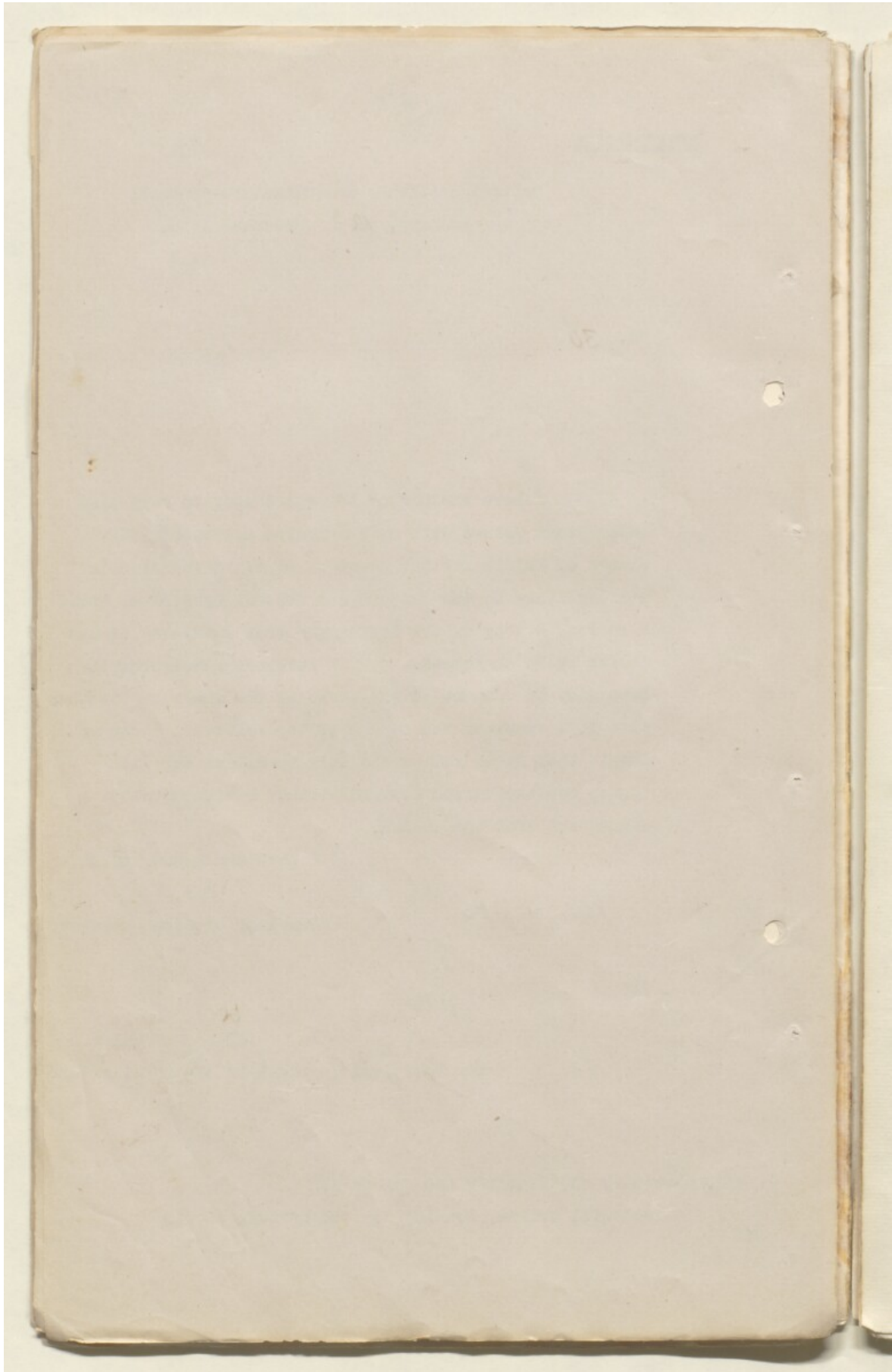
Sir,

Your most obedient servant,

Reply on p 83.

OC  
Major,  
for Political Resident in the Persian Gulf

2 H. M's. Secretary of State for the Colonies,  
Colonial Office, Downing Street, LONDON, S.W.1.





W 38.11.28  
3/11 No. 492-S.

86/1  
CONFIDENTIAL.

Political Agency, Kuwait.  
24th November 1928.

BUSHIRE. IDENTITY.  
Reg. No. 1157  
Date 28.11.28  
CONFIDENTIAL RECORDS.

To  
The Secretary to the Hon'ble the Political Resident  
in the Persian Gulf,  
B U S H I R E.

Oil Concession for Kuwait.

MEMORANDUM.

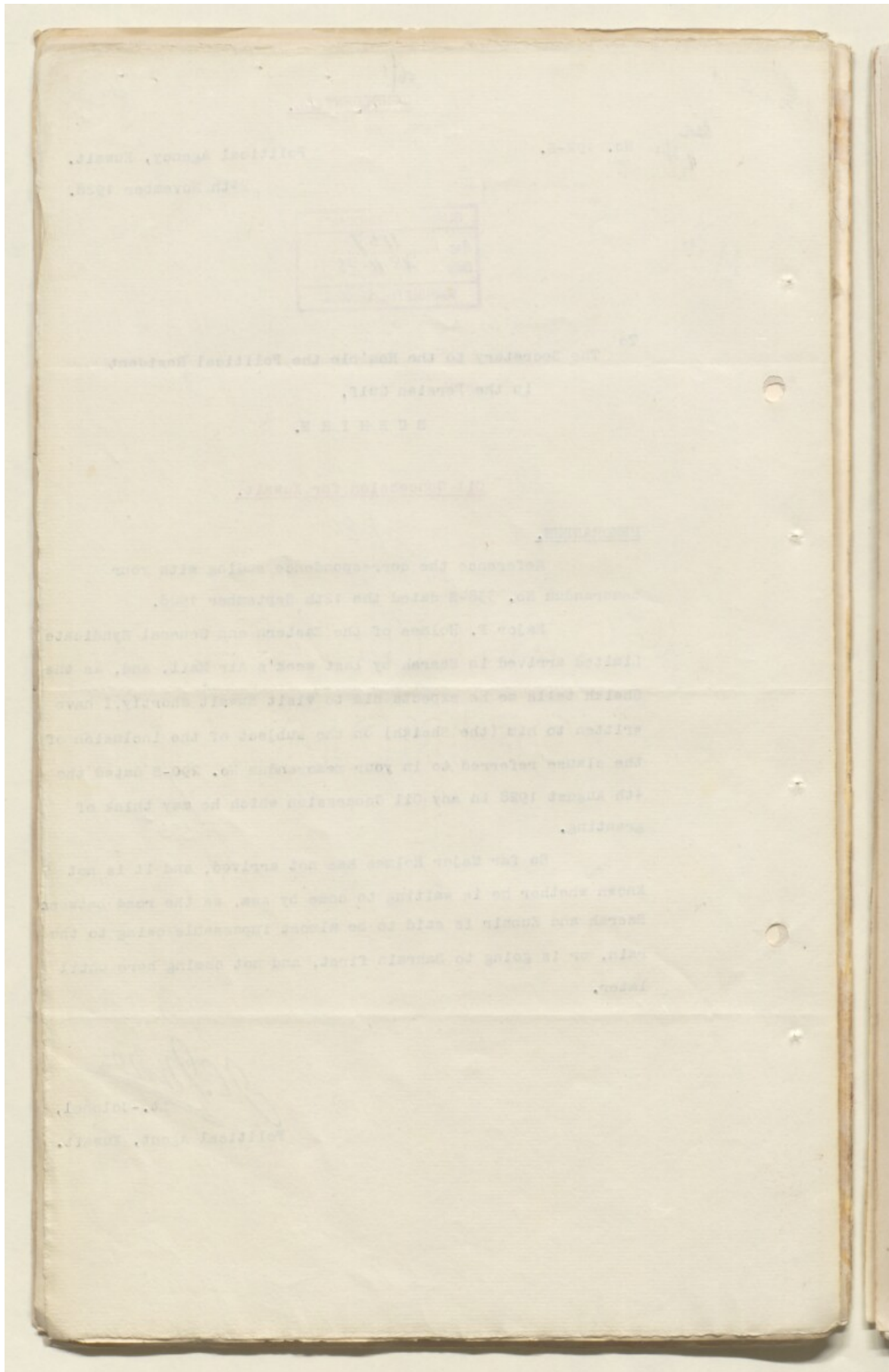
Reference the correspondence ending with your memorandum No. 338-S dated the 12th September 1928.

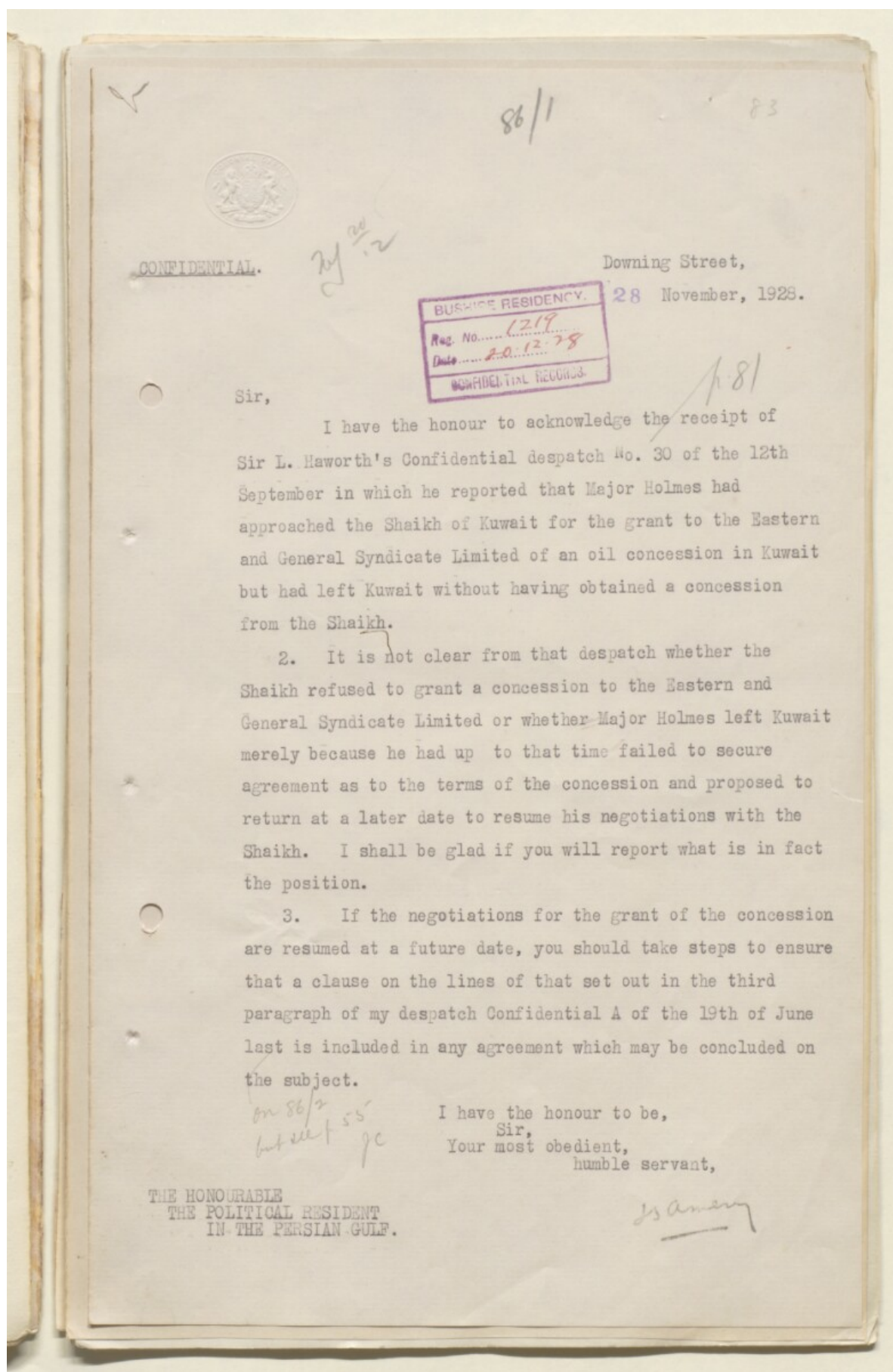
Major F. Holmes of the Eastern and General Syndicate Limited arrived in Basrah by last week's Air Mail, and, as the Shaikh tells me he expects him to visit Kuwait shortly, I have written to him (the Shaikh) on the subject of the inclusion of the clause referred to in your memorandum No. 290-S dated the 4th August 1928 in any Oil Concession which he may think of granting.

So far Major Holmes has not arrived, and it is not known whether he is waiting to come by sea, as the road between Basrah and Zubair is said to be almost impassable owing to the rain, or is going to Bahrain first, and not coming here until later.

J.C. Mills  
Lt.-Colonel,  
Political Agent, Kuwait.







CONFIDENTIAL.

Downing Street,

28 November, 1928.



Sir,

I have the honour to acknowledge the receipt of Sir L. Haworth's Confidential despatch No. 30 of the 12th September in which he reported that Major Holmes had approached the Shaikh of Kuwait for the grant to the Eastern and General Syndicate Limited of an oil concession in Kuwait but had left Kuwait without having obtained a concession from the Shaikh.

2. It is not clear from that despatch whether the Shaikh refused to grant a concession to the Eastern and General Syndicate Limited or whether Major Holmes left Kuwait merely because he had up to that time failed to secure agreement as to the terms of the concession and proposed to return at a later date to resume his negotiations with the Shaikh. I shall be glad if you will report what is in fact the position.

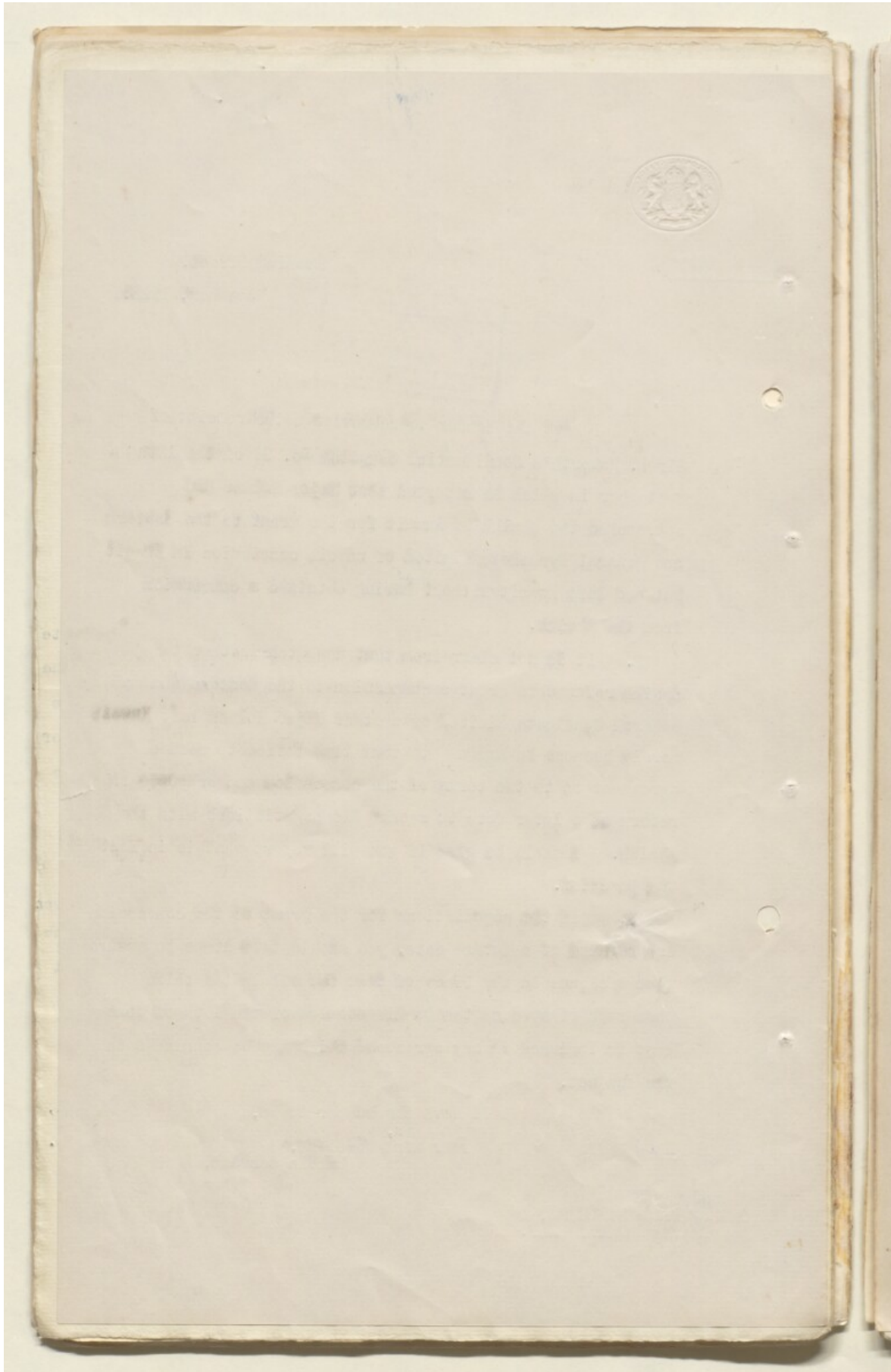
3. If the negotiations for the grant of the concession are resumed at a future date, you should take steps to ensure that a clause on the lines of that set out in the third paragraph of my despatch Confidential A of the 19th of June last is included in any agreement which may be concluded on the subject.

I have the honour to be,

Sir,

Your most obedient,  
humble servant,

THE HONOURABLE  
THE POLITICAL RESIDENT  
IN THE PERSIAN GULF.







86/1

84

CONFIDENTIAL.

No. 472-S of 1928.

British Residency and Consulate-General,  
Bushire, 22nd December 1928.

A copy of the undermentioned papers is forwarded  
to the Political Agent, Kuwait, for favour of report on  
paragraph 2 of Colonial Office despatch Confidential of  
28th November 1928.

By order,

rc

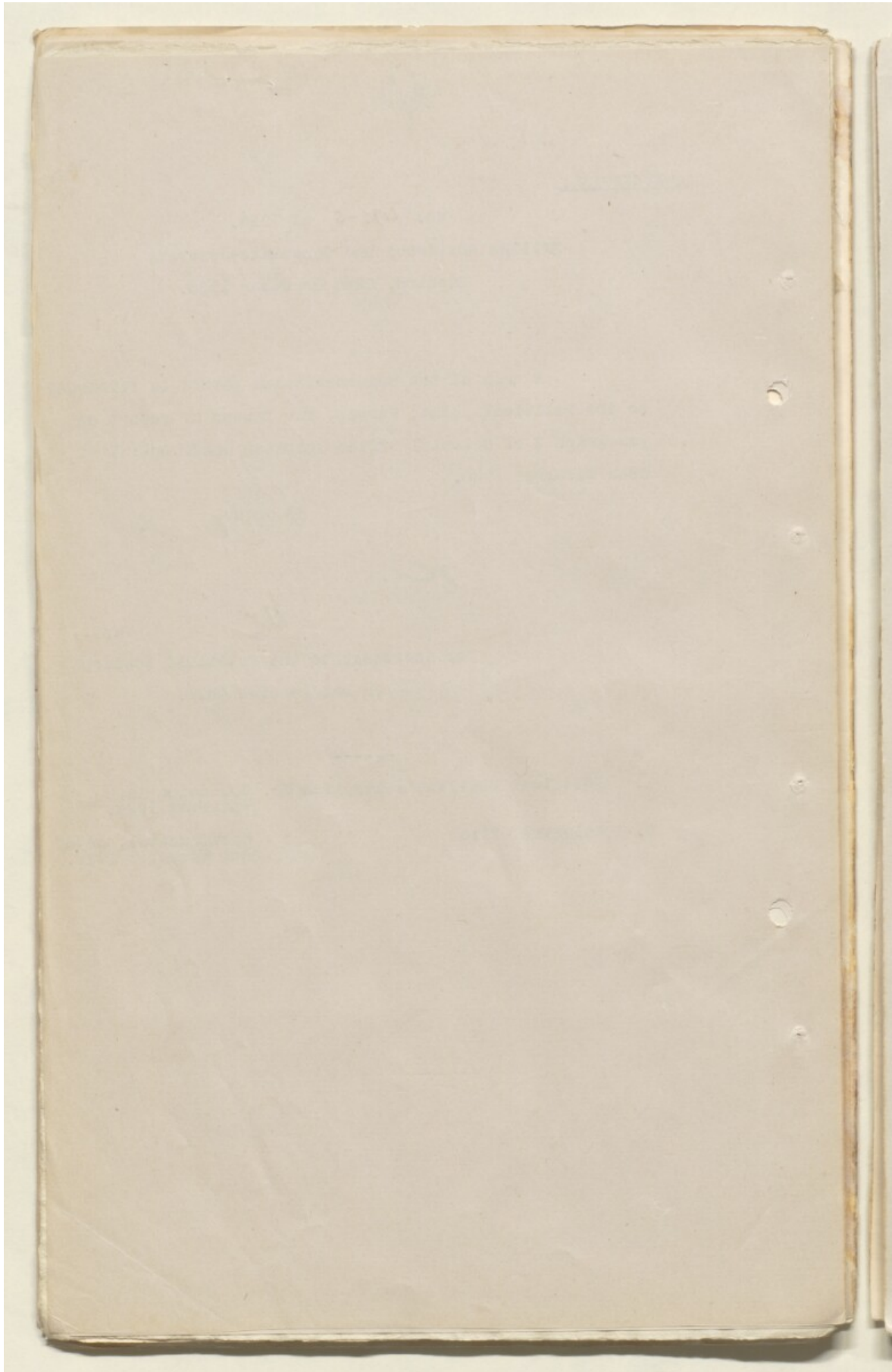
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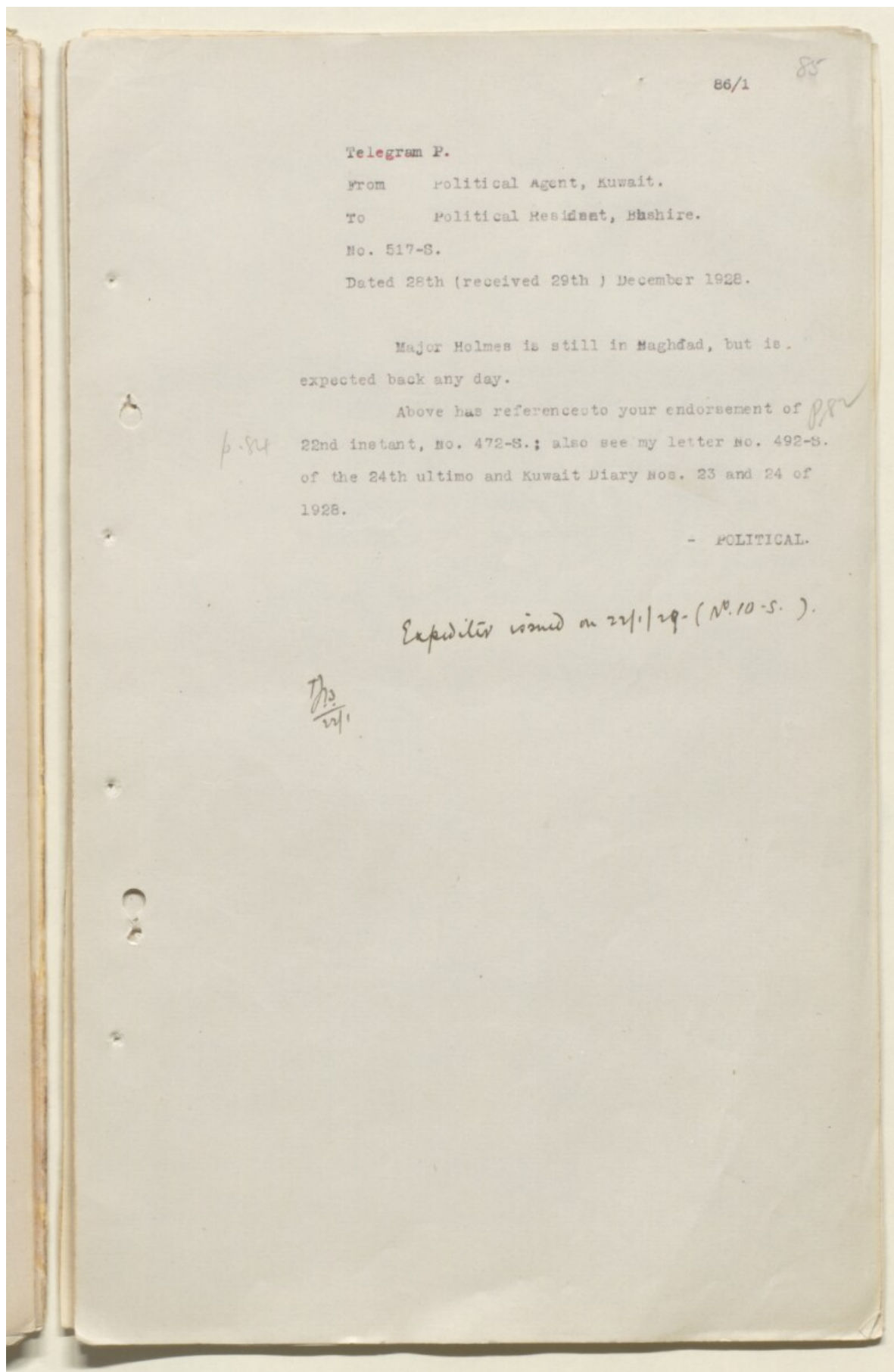
Capt.,

for Secretary to the Political Resident  
in the Persian Gulf.

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1. Political Resident's despatch No. 30, dated 12th  
September 1928.
- p-83 2. Colonial Office " " Confidential, dated  
28th November 1928.





86/1

85

Telegram P.

From Political Agent, Kuwait.

To Political Resident, Bhamrah.

No. 517-S.

Dated 28th (received 29th ) December 1928.

Major Holmes is still in Baghdad, but is expected back any day.

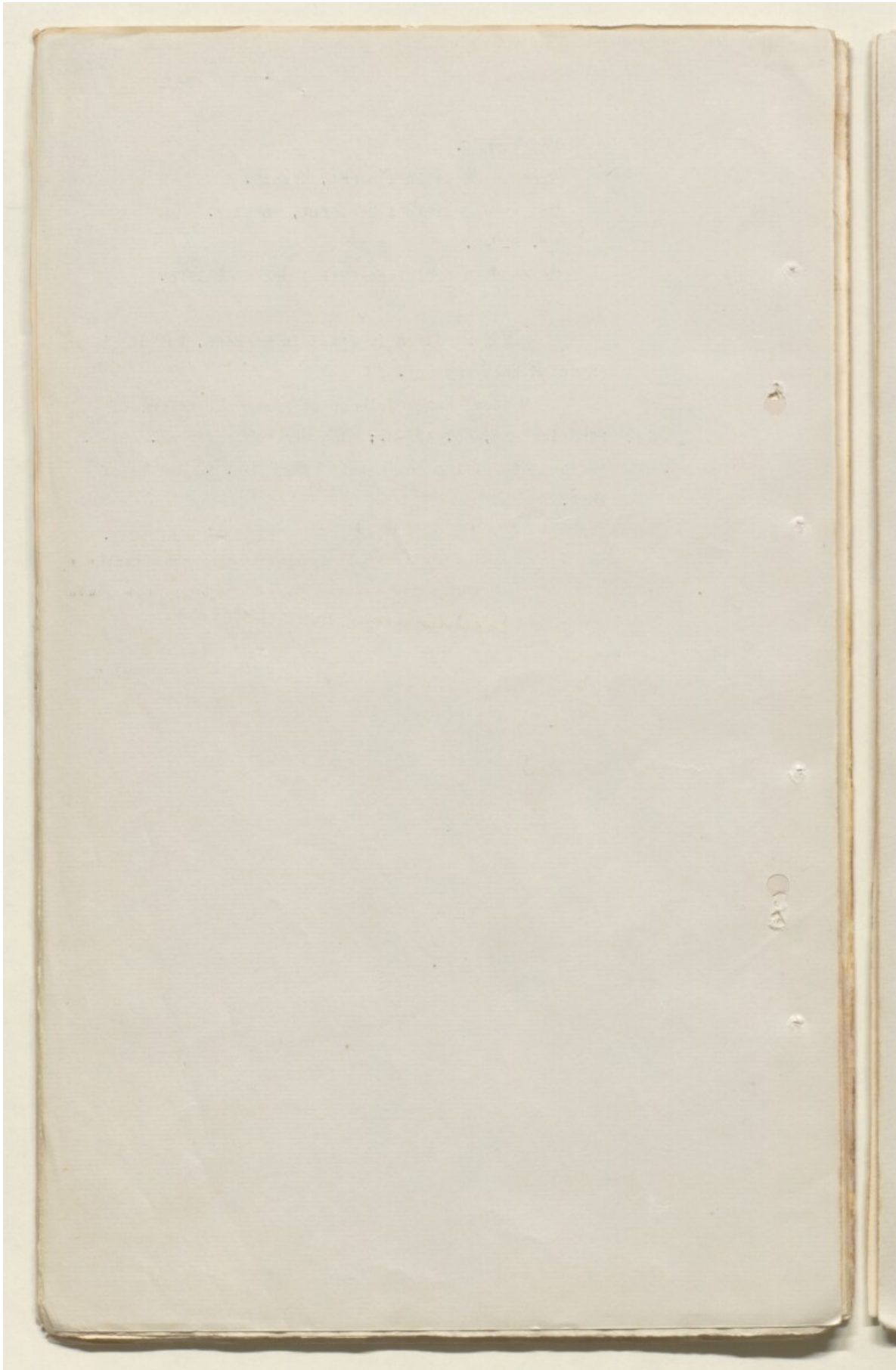
Above has reference to your endorsement of 22nd instant, No. 472-S.; also see my letter No. 492-S. of the 24th ultimo and Kuwait Diary Nos. 23 and 24 of 1928.

- POLITICAL.

Expedited issued on 22/1/29 - (No. 10-S.).

*Ths*  
*22/1*







86/1 26

Telegram P.

From Political Agent, Kuwait.

To Political Resident, Bushire.

No. 51.

Dated (and received ) 4th February 1929.

Shaikh of Kuwait has not, up to the present, agreed to grant oil concession, but has not definitely refused to do so, and Major Holmes on his return from Baghdad proposes to renew negotiations.

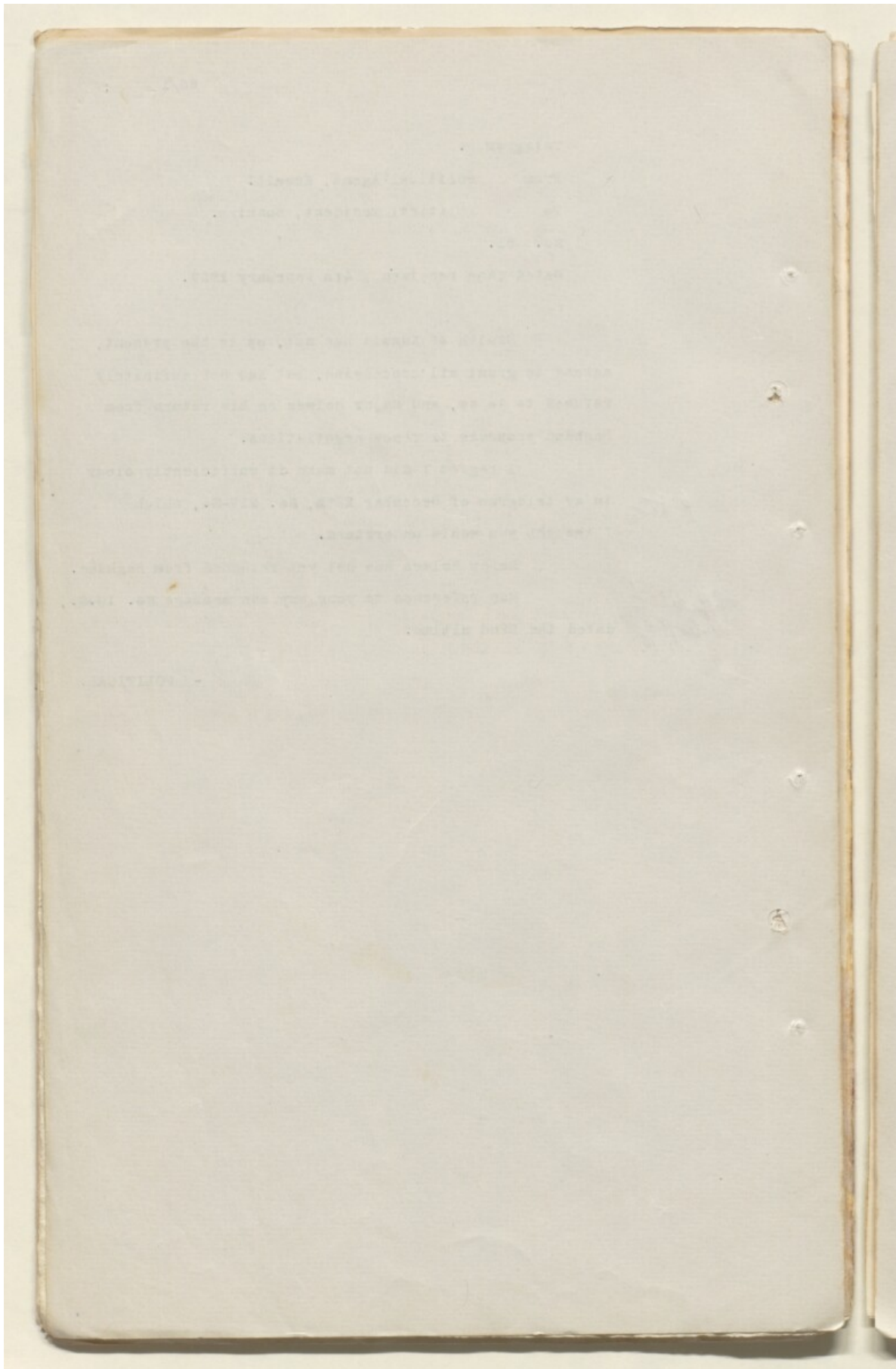
I regret I did not make it sufficiently clear in my telegram of December 28th, No. 517-S., which I thought you would understand.

Major Holmes has not yet returned from Baghdad.

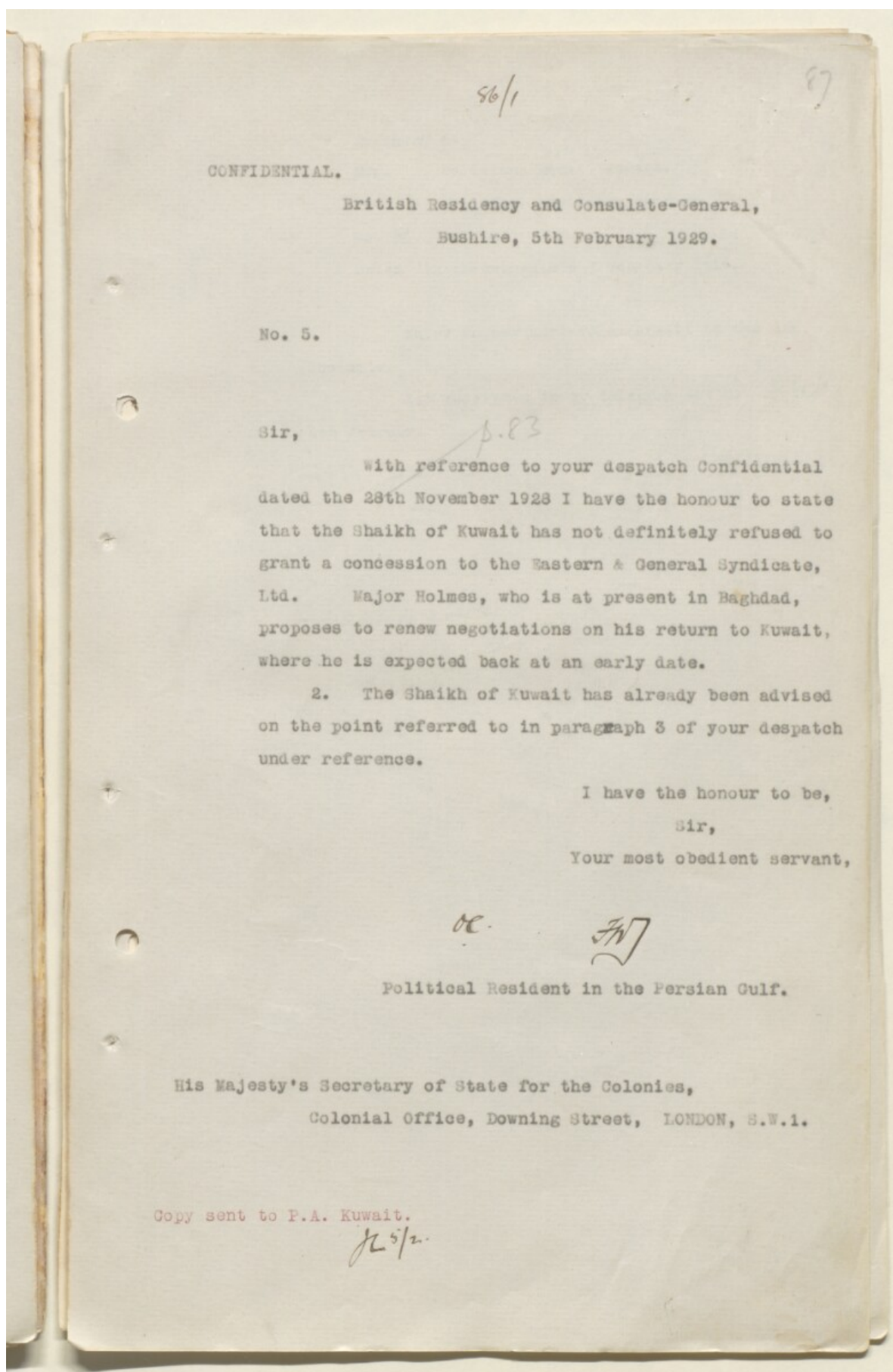
Has reference to your express message No. 10-S., dated the 22nd ultimo.

*Supplied  
destroyed  
Jc.*

- POLITICAL.







86/1 87  
CONFIDENTIAL.

British Residency and Consulate-General,  
Bushire, 5th February 1929.

No. 5.

Sir,

p.83  
With reference to your despatch Confidential dated the 28th November 1928 I have the honour to state that the Shaikh of Kuwait has not definitely refused to grant a concession to the Eastern & General Syndicate, Ltd. Major Holmes, who is at present in Baghdad, proposes to renew negotiations on his return to Kuwait, where he is expected back at an early date.

2. The Shaikh of Kuwait has already been advised on the point referred to in paragraph 3 of your despatch under reference.

I have the honour to be,

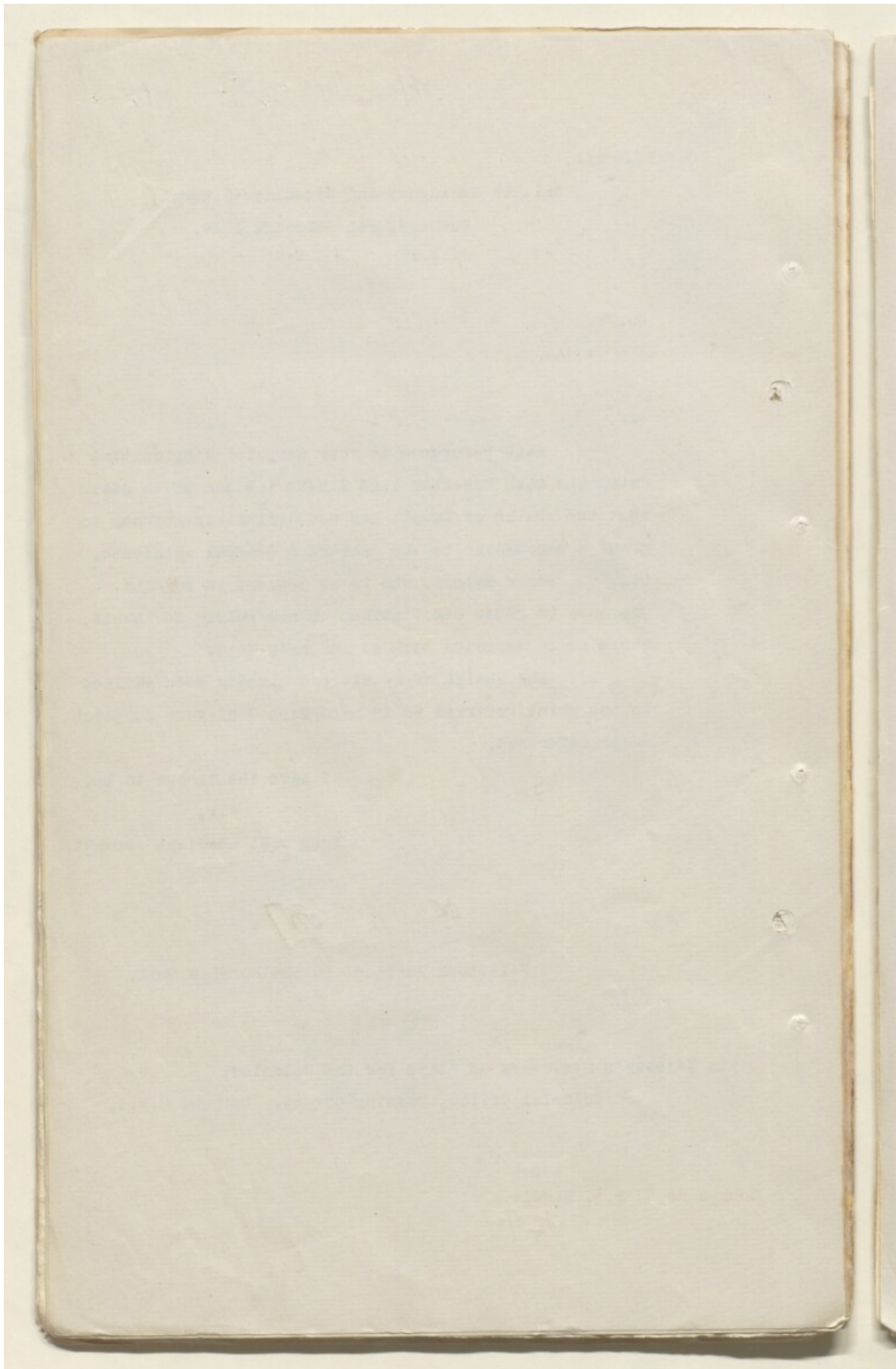
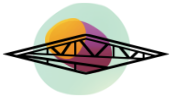
Sir,

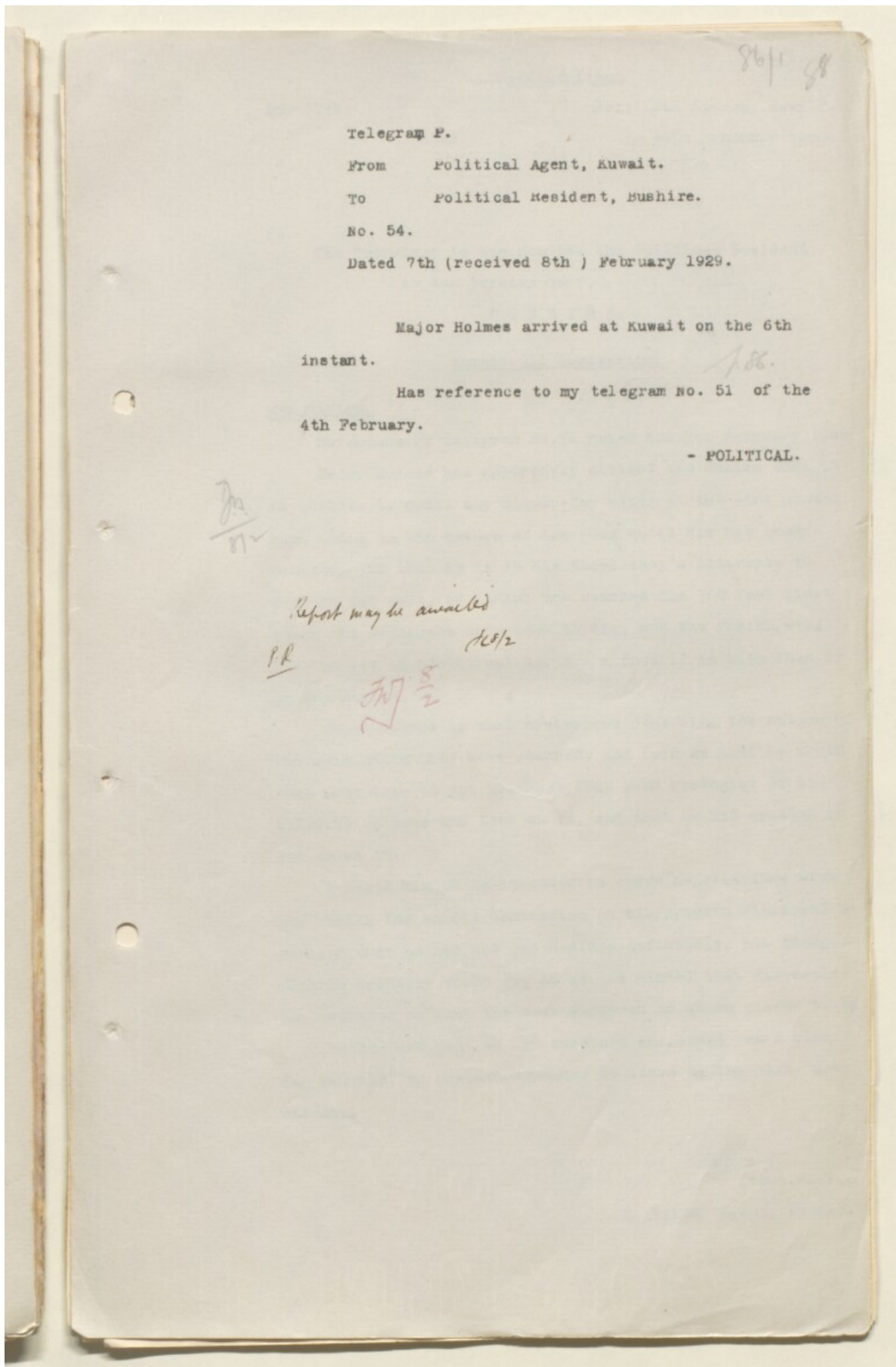
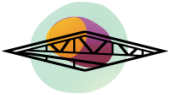
Your most obedient servant,

oc. [Signature]  
Political Resident in the Persian Gulf.

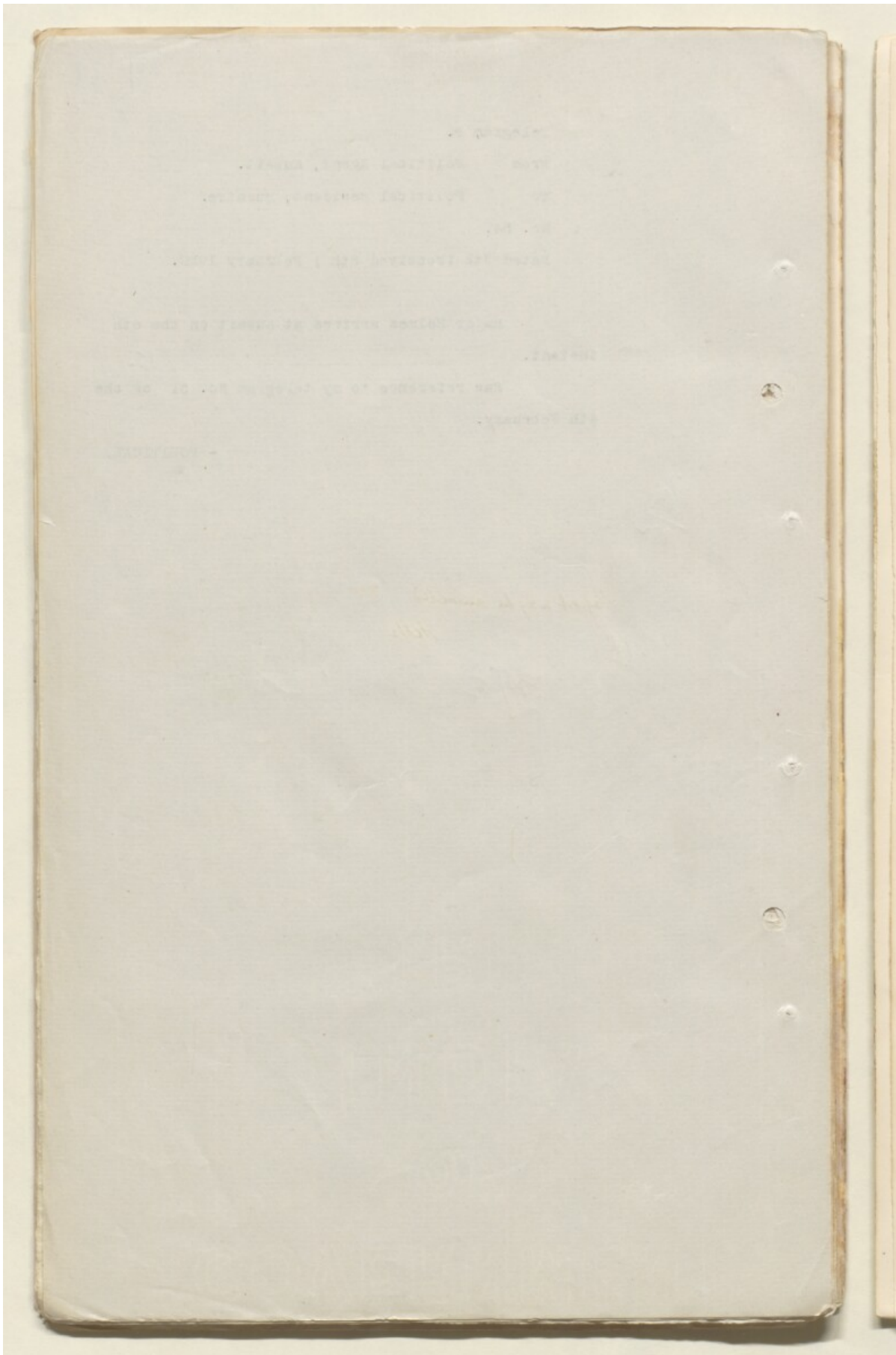
His Majesty's Secretary of State for the Colonies,  
Colonial Office, Downing Street, LONDON, S.W.1.

Copy sent to P.A. Kuwait.  
JL 5/2.











65  
18.2

86/1

CONFIDENTIAL.

89

No. 65-S.

Political Agency, Kuwait.  
14th February 1929.

ENSHIRE RESIDENCY.  
No. 155  
Date 19/2  
CONFIDENTIAL RECORDS.

To  
The Secretary to the Hon'ble the Political Resident  
in the Persian Gulf,  
B U S H I R E.

Kuwait Oil Concession.

MEMORANDUM.

Reference my telegram No. 54 dated the 7th February 1929

Major Holmes has apparently advised the Shaikh that it is useless to drill any deeper for water at the east of the town owing to the nature of the rock which has now been reached, and that it is in His Excellency's interests to abandon the well, as it has ~~now~~ reached the 700 feet limit which the Syndicate undertook to dig, and the Shaikh will have to pay an additional Rs.50/- a foot if he wish them to go any deeper.

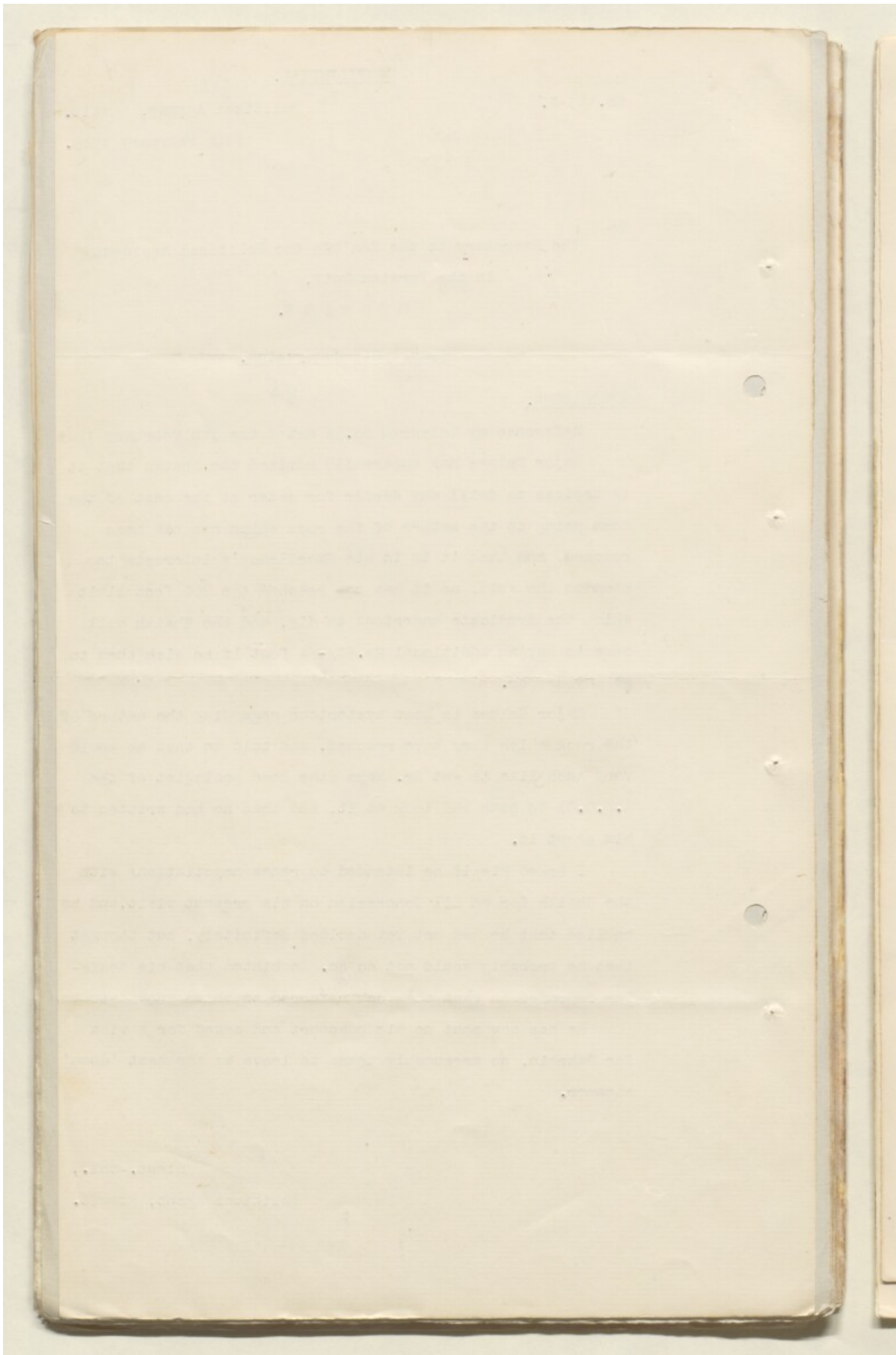
Major Holmes is most mysterious regarding the nature of the rock which they have reached, and told me that he would very much like to get Mr. Mayo (the head geologist of the A.F.O.C) to come and look at it, and that he had written to him about it.

I asked him if he intended to renew negotiations with the Shaikh for an Oil Concession on his present visit, and he replied that he had not yet decided definitely, but thought that he probably would not do so. He hinted that his decision depended on what the rock referred to above proved to be.

He has now sent me his passport and asked for a visa for Bahrain, so presumably means to leave by the next 'down' steamer.

*J.C. Moore*  
Lieut.-Col.,  
Political Agent, Kuwait.

h-88







CONFIDENTIAL.

No. 72-S. Political Agency, Kuwait.  
17th February 1929.

BUSHIRE RESIDENCY.  
Proc. No. 170  
Date 22/2/29

To The Secretary to the Hon'ble the Political Resident  
in the Persian Gulf,  
B U S H I R E.

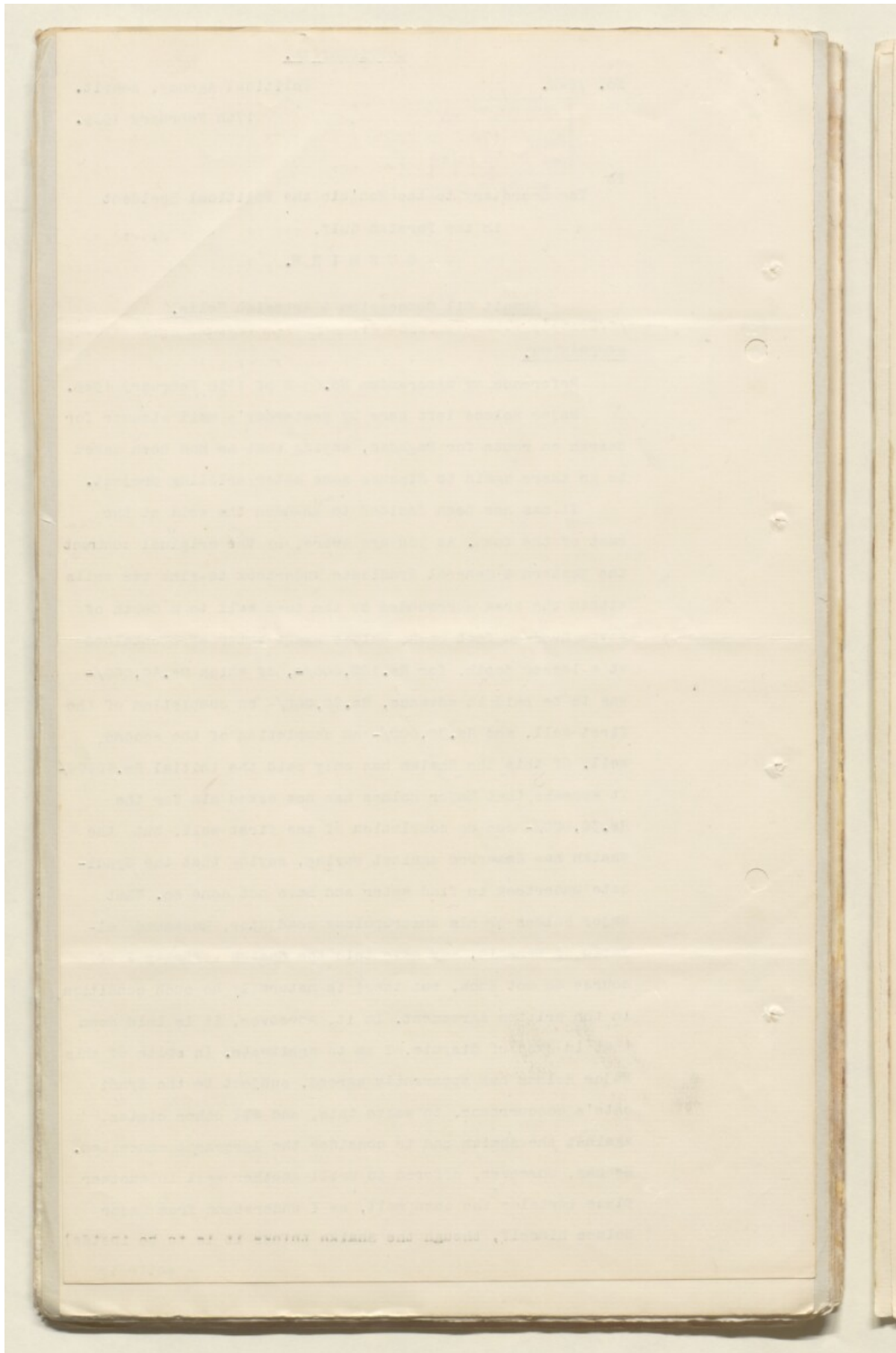
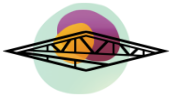
Kuwait Oil Concession & Artesian Wells.

MEMORANDUM.

Reference my memorandum No. 65-S of 14th February 1929.

Major Holmes left here by yesterday's mail steamer for Basrah en route for Baghdad, saying that he had been asked to go there again to discuss some water drilling project.

It has now been decided to abandon the well at the east of the town. As you are aware, by the original contract the Eastern & General Syndicate undertook to sink two wells within the area surrounded by the town wall to a depth of seven hundred feet each, unless sweet water were obtained at a lesser depth, for Rs. 100,000/m, of which Rs. 40,000/m was to be paid in advance, Rs. 30,000/- on completion of the first well, and Rs. 30,000/- on completion of the second well. Of this the Shaikh has only paid the initial Rs. 40000/- It appears that Major Holmes has now asked him for the Rs. 30,000/- due on completion of the first well, but the Shaikh has demurred against paying, saying that the Syndicate undertook to find water and have not done so. What Major Holmes or his unscrupulous coadjutor, Muhammad al-Yatim of Bahrain, may have told the Shaikh verbally I of course do not know, but there is naturally no such condition in the written Agreement. In it, moreover, it is laid down that in case of dispute, I am to arbitrate. In spite of this Major Holmes has apparently agreed, subject to the Syndicate's concurrence, to waive this, and all other claims, against the Shaikh and to consider the Agreement cancelled. He has, moreover, offered to drill another well in another place (outside the town wall, as I understand from Major Holmes himself, though the Shaikh thinks it is to be inside) entirely





91  
entirely at the Syndicate's expense, and to rely on the Shaikh's generosity in the event of finding good water.

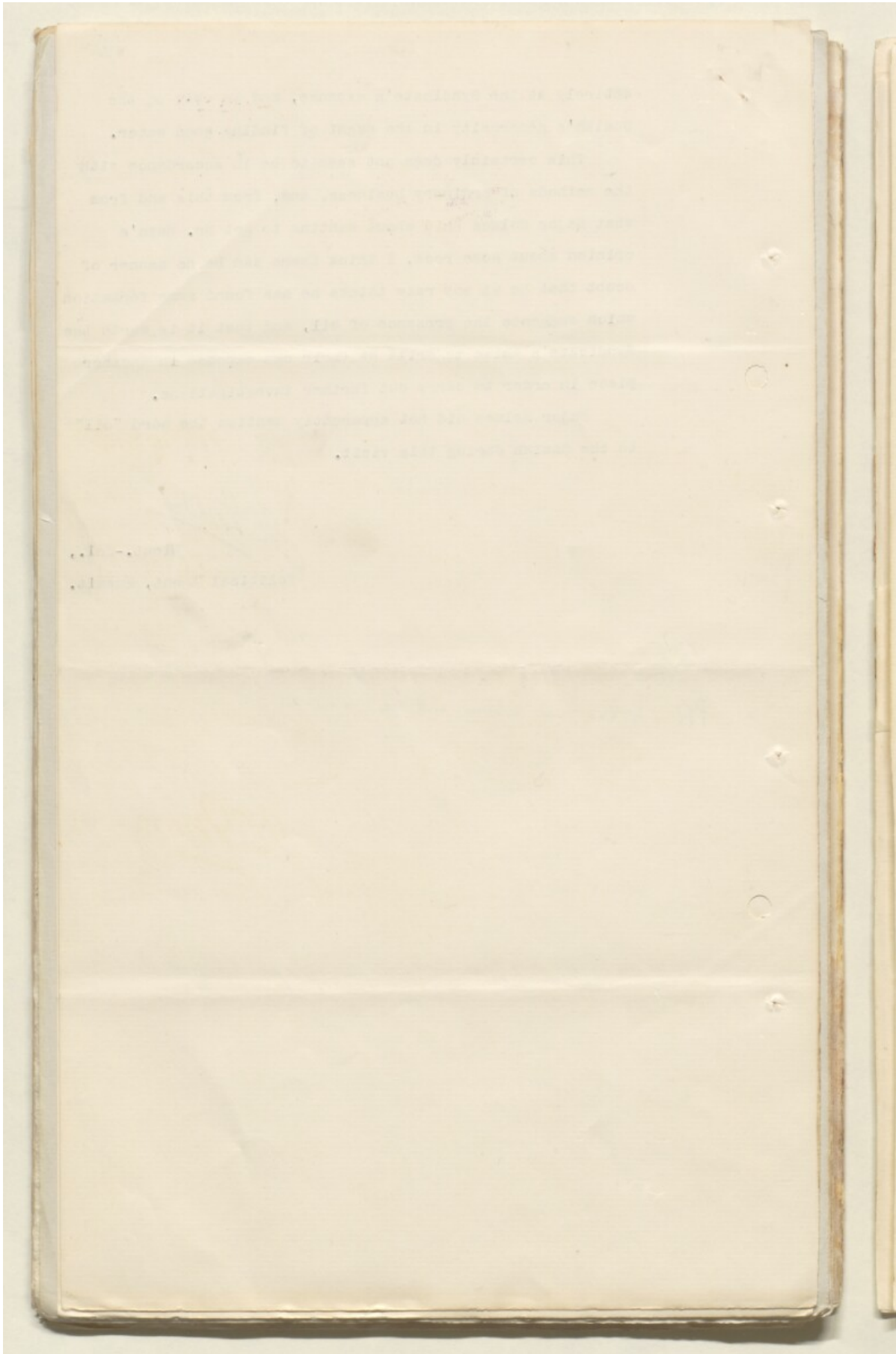
This certainly does not seem to be in accordance with the methods of ordinary business, and, from this and from what Major Holmes said about wanting to get Mr. Mayo's opinion about some rock, I think there can be no manner of doubt that he at any rate thinks he has found some formation which suggests the presence of oil, and that it is worth the Syndicate's while to drill at their own expense in another place in order to carry out further investigations.

Major Holmes did not apparently mention the word "oil" to the Shaikh during this visit.

*J.C. Mayo*  
Lieut.-Col.,  
Political Agent, Kuwait.

PR to see in return with Hb.







W  
6.3.29

86/1

92

CONFIDENTIAL.

No. 88-S. Political Agency, Kuwait.

23rd February 1929.

BURMAH OIL COMPANY.  
Re: 205  
Date 7.5.29  
BURMAH OIL RECORDS.

To  
The Secretary to the Hon'ble the Political Resident  
in the Persian Gulf,  
B U S H I R E.

Oil Deposits.

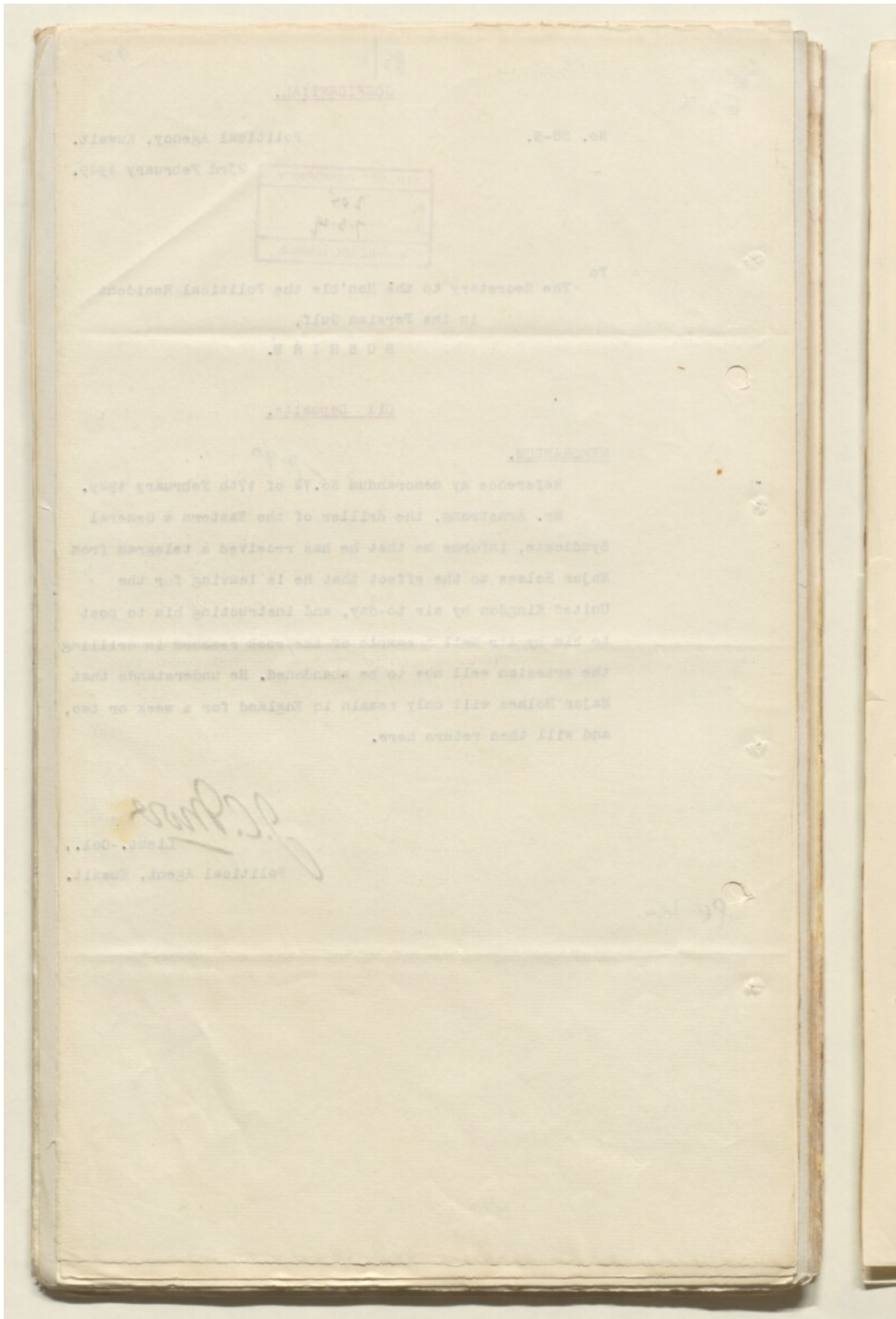
MEMORANDUM.

Reference my memorandum No. 72 of 17th February 1929.

Mr. Armstrong, the driller of the Eastern & General Syndicate, informs me that he has received a telegram from Major Holmes to the effect that he is leaving for the United Kingdom by air to-day, and instructing him to post to him by Air Mail a sample of the rock reached in drilling the artesian well now to be abandoned. He understands that Major Holmes will only remain in England for a week or two, and will then return here.

*J.C. Moore*  
Lieut.-Col.,  
Political Agent, Kuwait.

PR lsec







CONFIDENTIAL.

British Residency and Consulate-General.

Bushire, 14th March 1929.

No. 12.

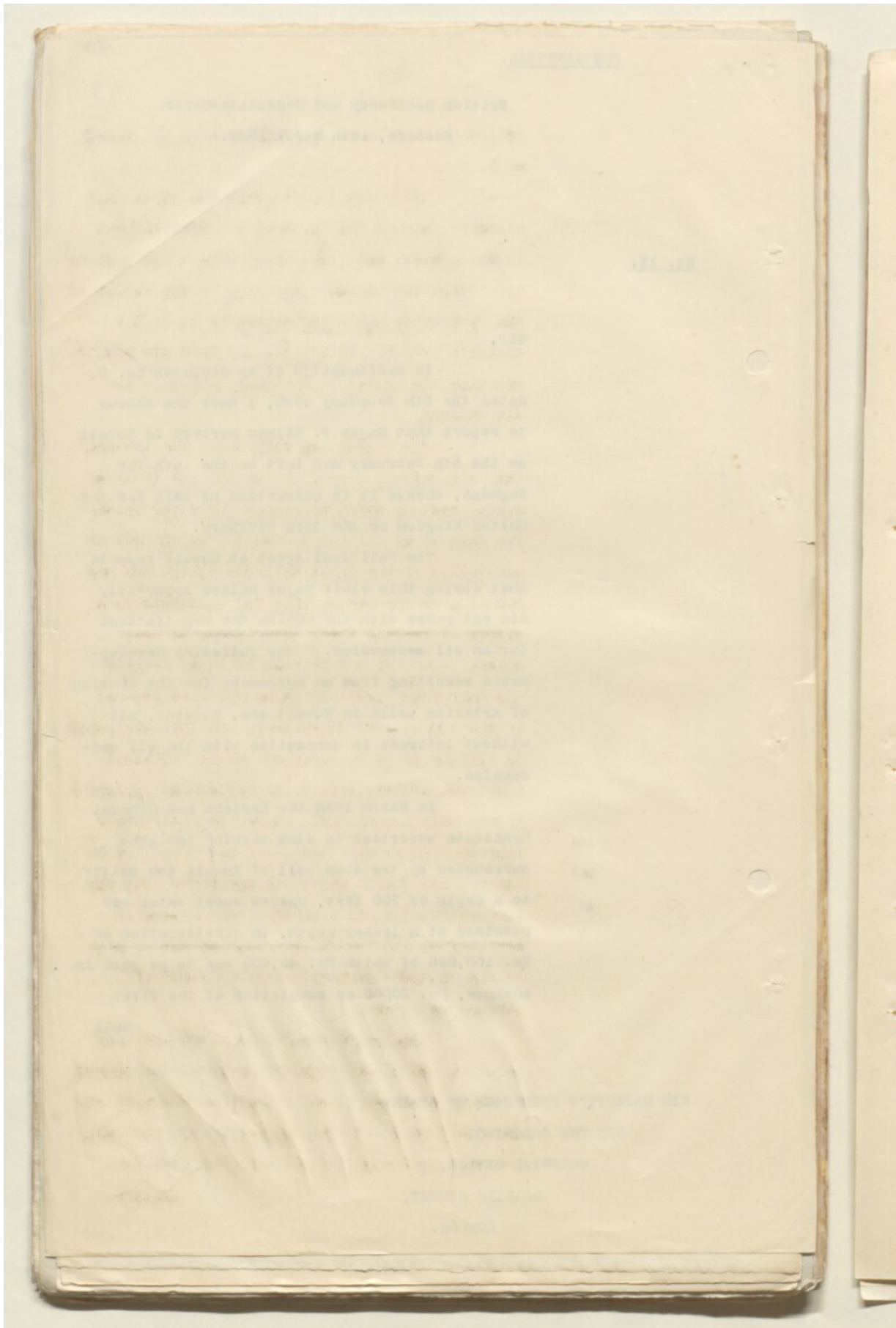
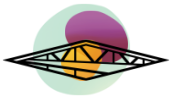
Sir,

In continuation of my despatch No. 5, dated the 5th February 1929, I have the honour to report that Major F. Holmes arrived in Kuwait on the 6th February and left on the 16th for Baghdad, whence it is understood he left for the United Kingdom on the 23rd February.

The Political Agent at Kuwait reports that during this visit Major Holmes apparently did not renew with the Shaikh the negotiations for an oil concession. The following developments resulting from an agreement for the sinking of artesian wells in Kuwait are, however, not without interest in connection with the oil concession.

In March 1926 the Eastern and General Syndicate undertook to sink within the area surrounded by the town wall of Kuwait two wells to a depth of 700 feet, unless sweet water was obtained at a lesser depth, in consideration of Rs. 100,000 of which Rs. 40,000 was to be paid in advance, Rs. 30,000 on completion of the first well

HIS MAJESTY'S SECRETARY OF STATE  
FOR THE COLONIES,  
COLONIAL OFFICE,  
DOWNING STREET,  
LONDON.





- 2 -

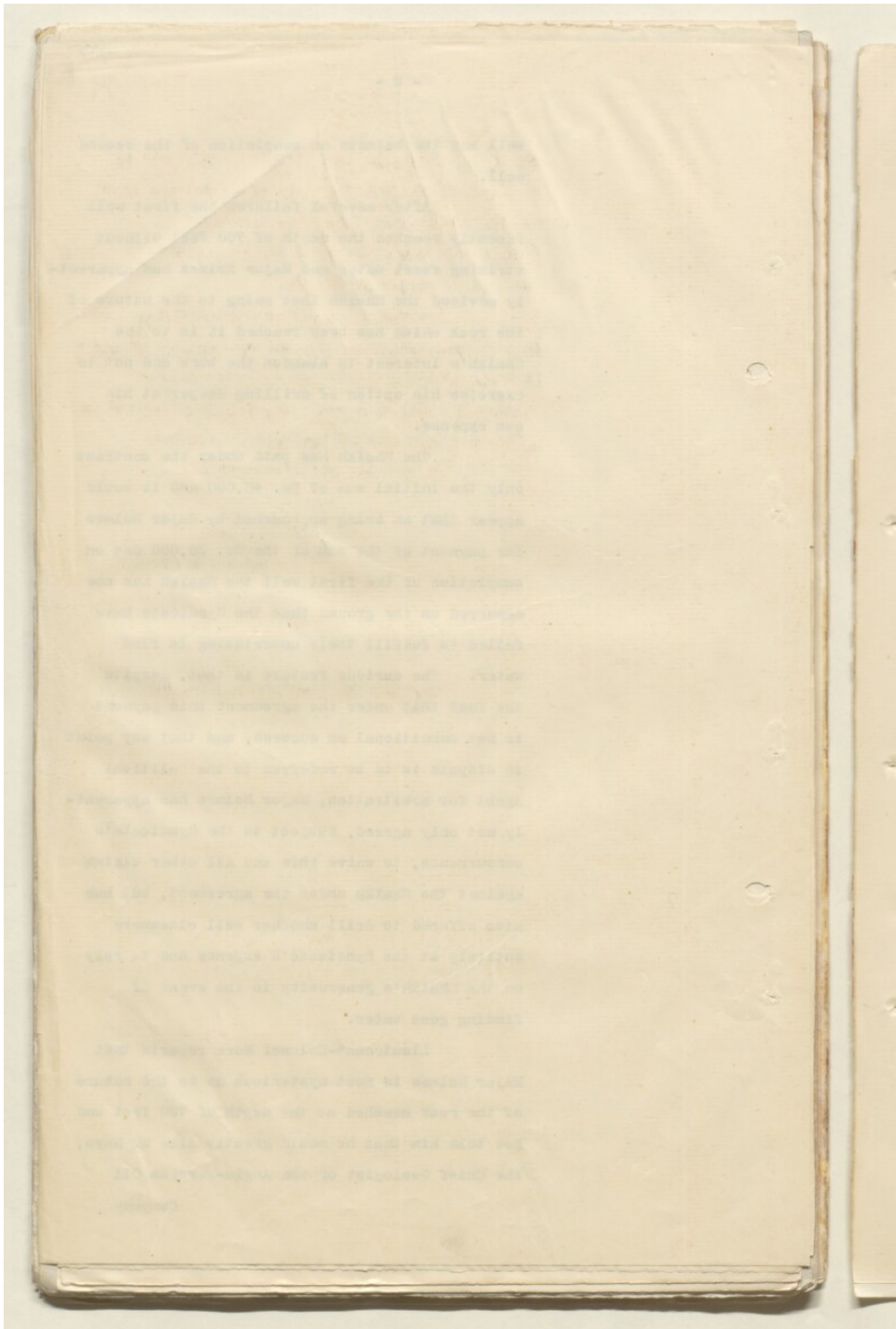
well and the balance on completion of the second well.

After several failures the first well recently reached the depth of 700 feet without striking sweet water and Major Holmes has apparently advised the Shaikh that owing to the nature of the rock which has been reached it is to the Shaikh's interest to abandon the bore and not to exercise his option of drilling deeper at his own expense.

The Shaikh has paid under the contract only the initial sum of Rs. 40,000 and it would appear that on being approached by Major Holmes for payment of the sum of the Rs. 30,000 due on completion of the first well the Shaikh has now demurred on the ground that the Syndicate have failed to fulfill their undertaking to find water. The curious feature is that, despite the fact that under the agreement this payment is not conditional on success, and that any point in dispute is to be referred to the Political Agent for arbitration, Major Holmes has apparently not only agreed, subject to the Syndicate's concurrence, to waive this and all other claims against the Shaikh under the agreement, but has also offered to drill another well elsewhere entirely at the Syndicate's expense and to rely on the Shaikh's generosity in the event of finding good water.

Lieutenant-Colonel More reports that Major Holmes is most mysterious as to the nature of the rock reached at the depth of 700 feet and has told him that he would greatly like Mr Mayo, the Chief Geologist of the Anglo-Persian Oil Company







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- 3 -

Company, to examine it and that he has written to the latter about it. Major Holmes has also instructed Mr Armstrong, the Syndicate's driller at Kuwait, to send him in England by air mail a sample of the rock.

The facts suggest the possibility that Major Holmes believes that he has reached an oil-bearing formation and that it is worth the Syndicate's while to drill elsewhere in Kuwait in order to carry out further investigations.

I have the honour to be,

Sir,

Your most obedient,

humble servant,

*O/C*

Political Resident in the Persian Gulf.

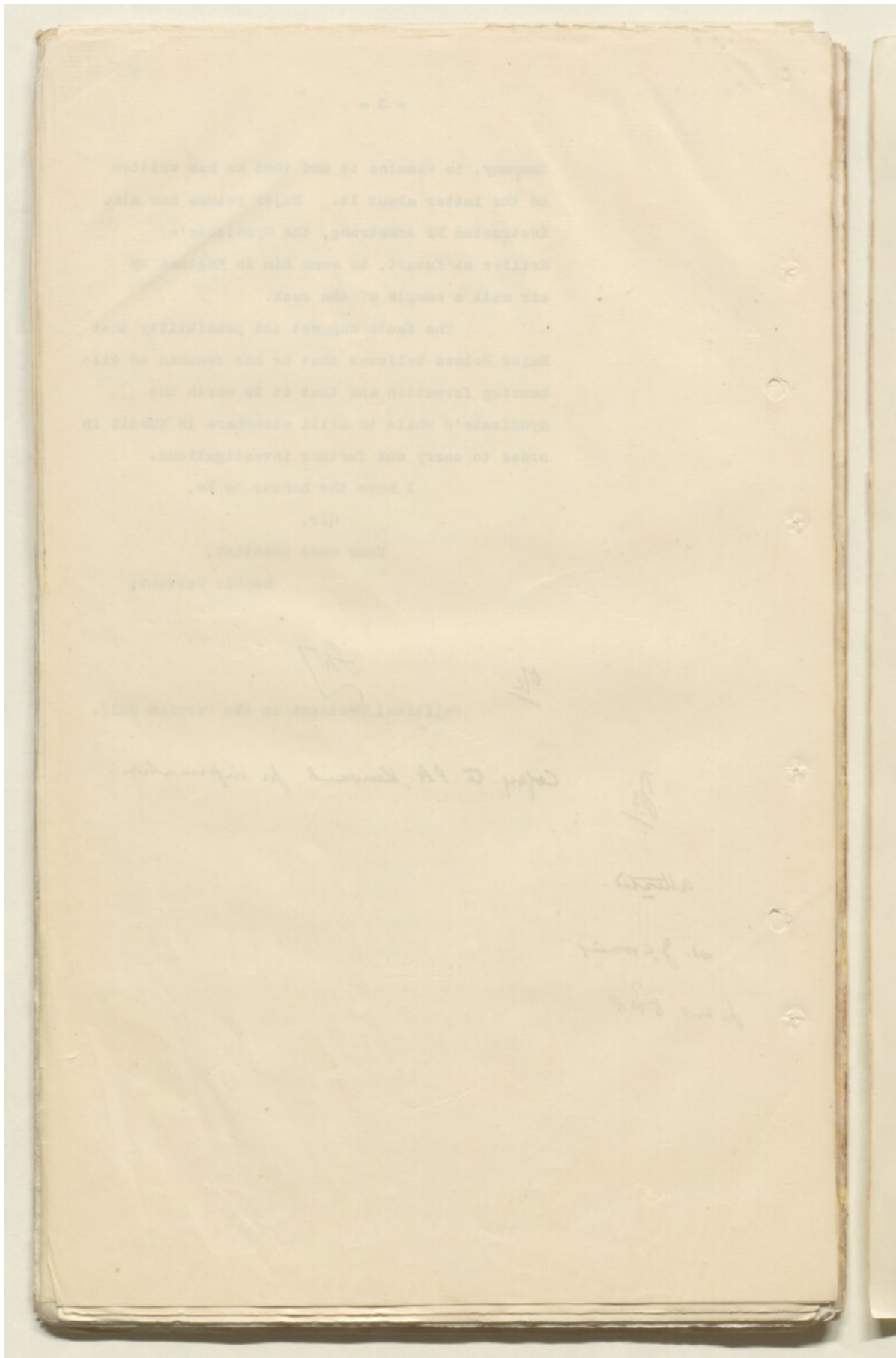
*J.S.*

Copy to P.A., Kuwait, for information.

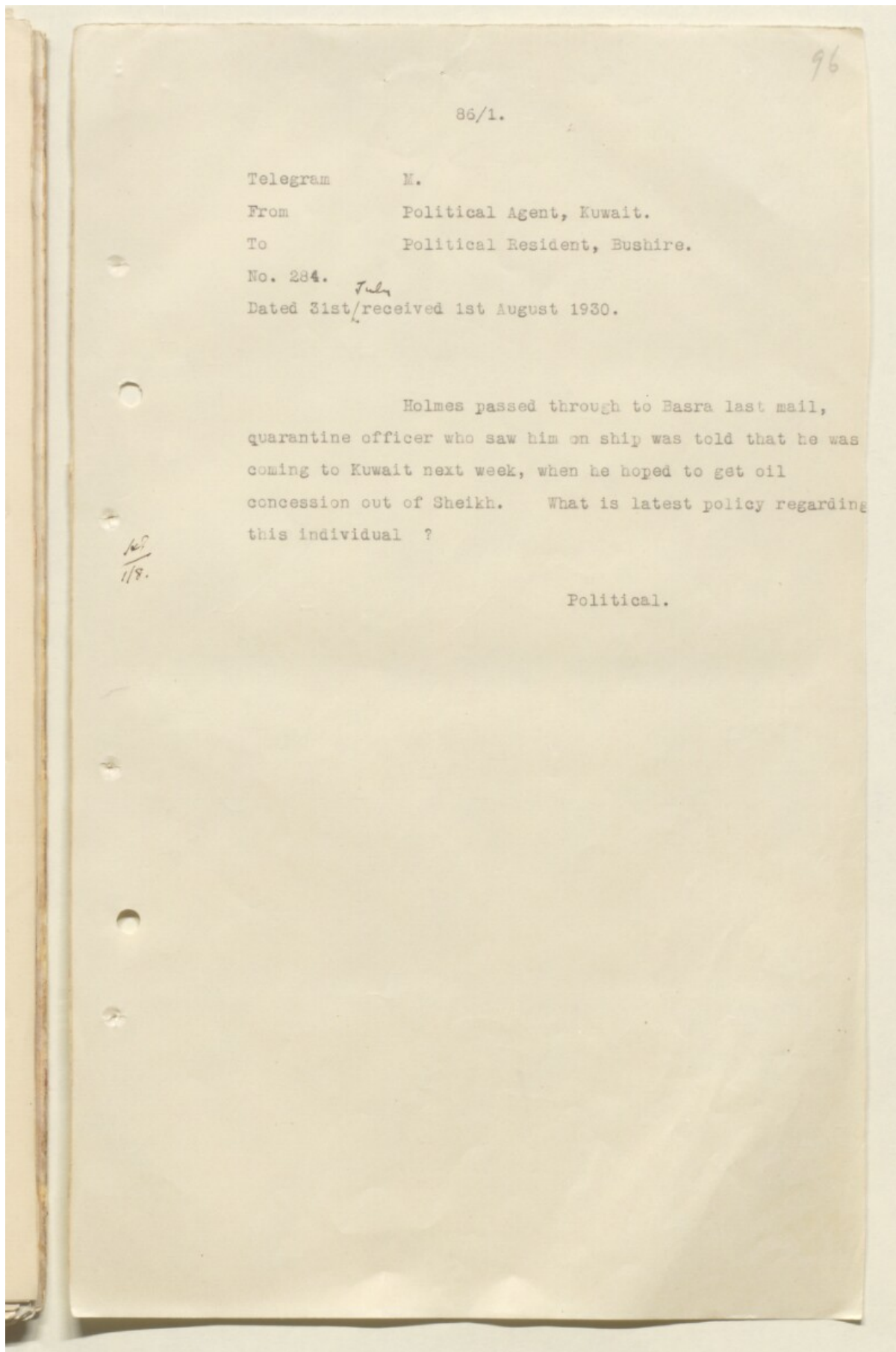
*attested.*

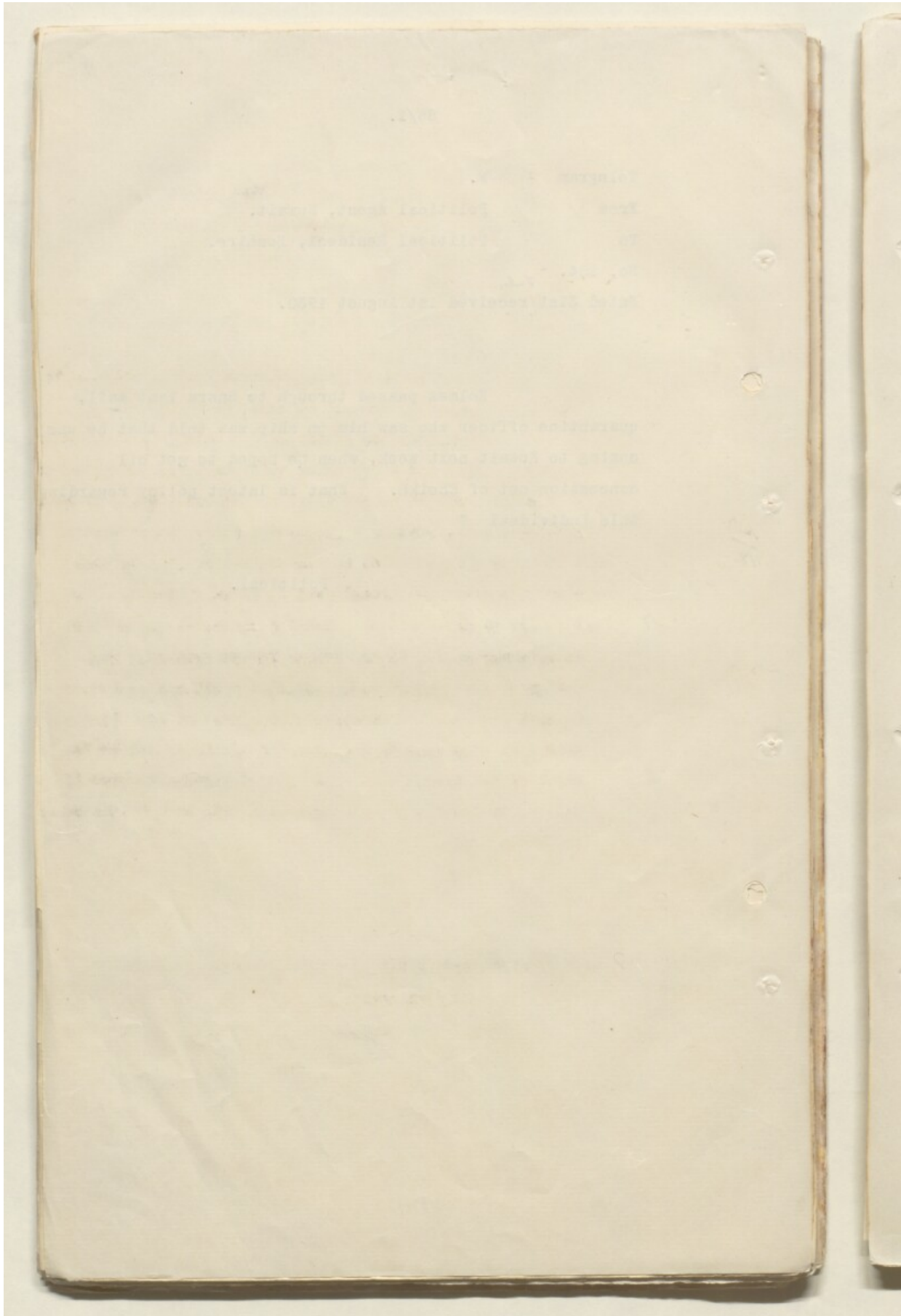
*sd. J.C. Smith.*

*for us. O.P.R.*











86/1 97  
Confidential.

D.O.No. 3935.

British Residency,  
Bushire, the 1<sup>st</sup> August 1930.

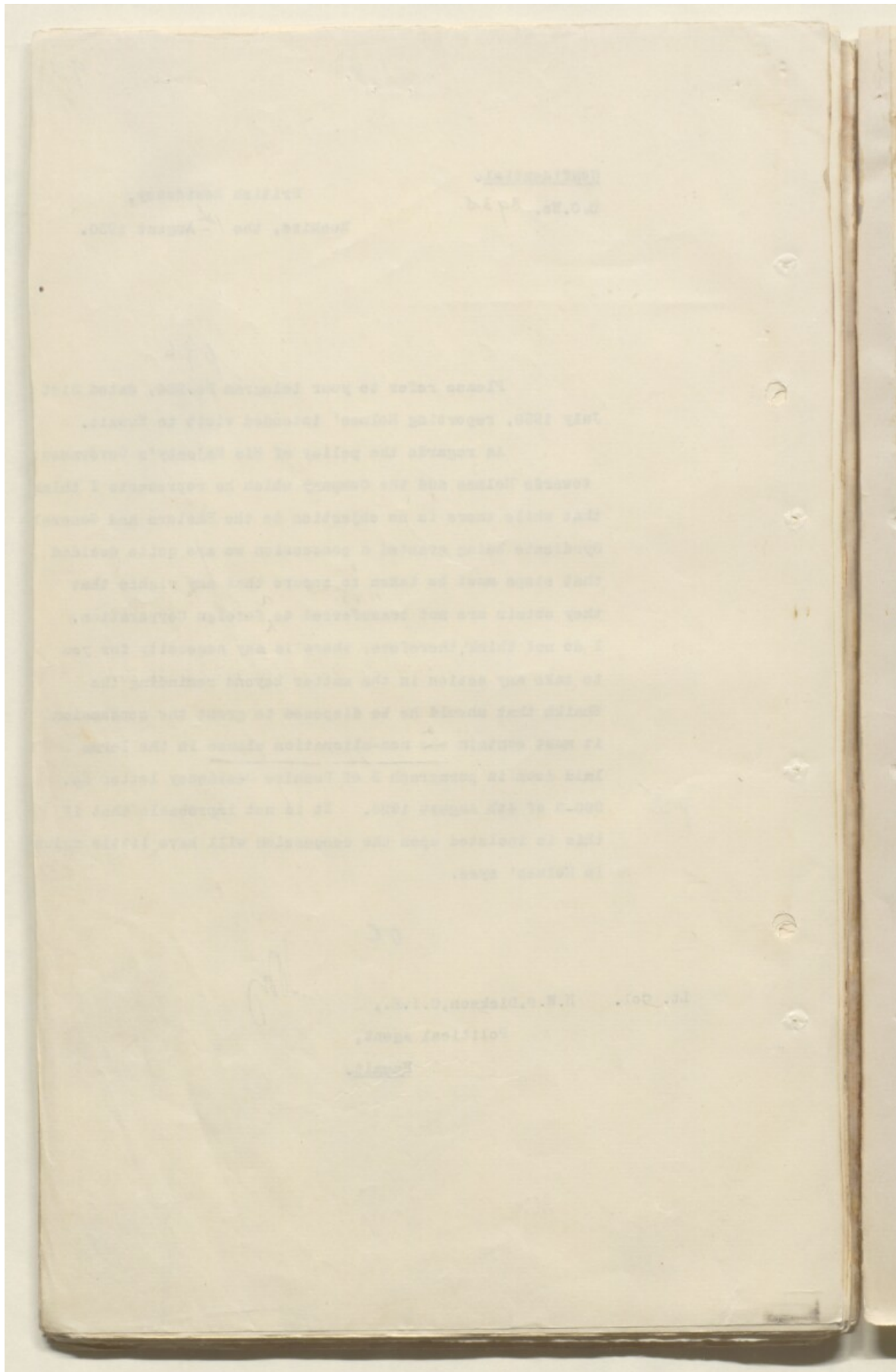
696  
Please refer to your telegram No.284, dated 31st July 1930, reporting Holmes' intended visit to Kuwait.

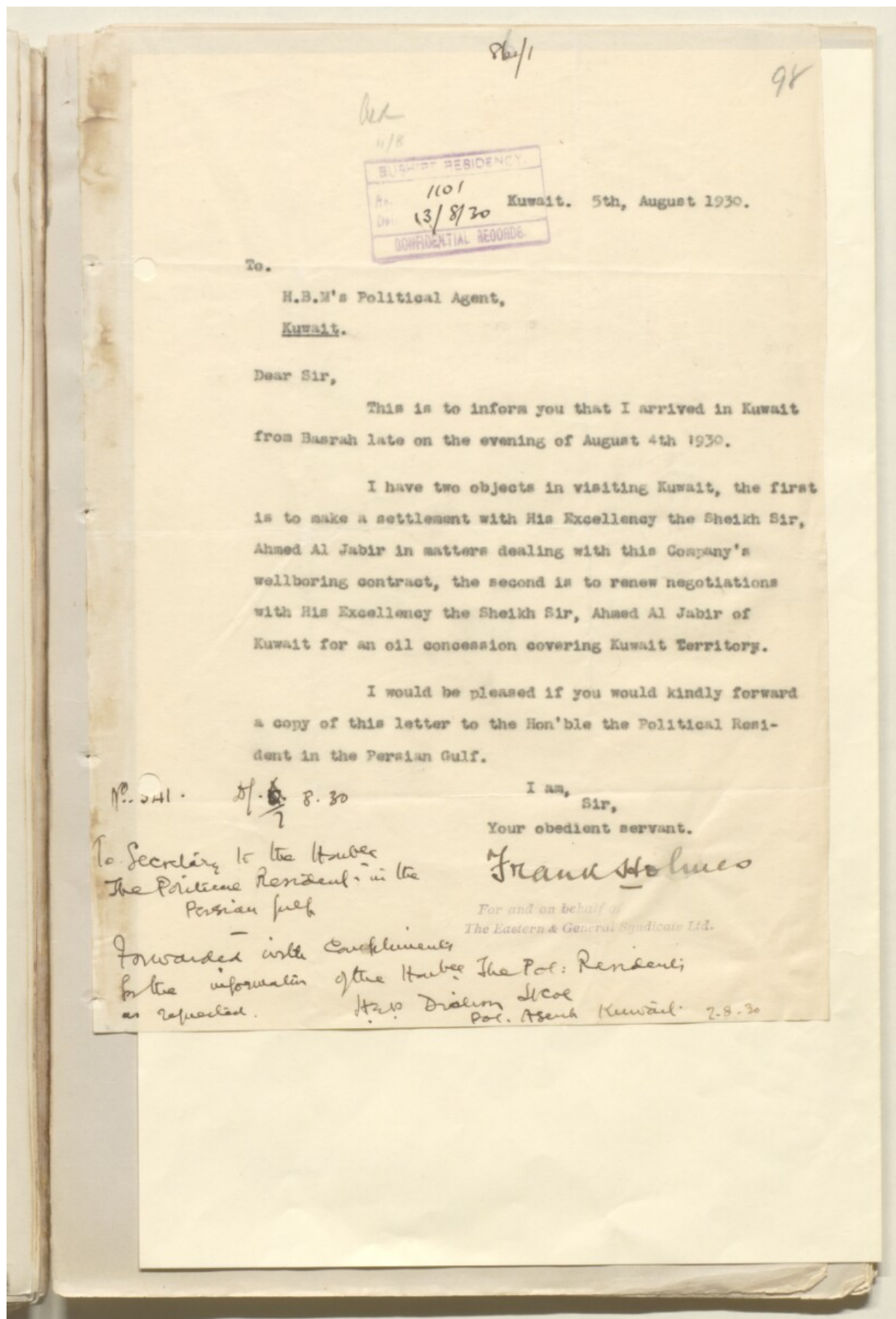
As regards the policy of His Majesty's Government towards Holmes and the Company which he represents I think that while there is no objection to the Eastern and General Syndicate being granted a concession we are quite decided that steps must be taken to ensure that any rights that they obtain are not transferred to <sup>a</sup> foreign Corporation. I do not think, therefore, there is any necessity for you to take any action in the matter beyond reminding the Shaikh that should he be disposed to grant the concession it must contain <sup>a</sup> the non-alienation clause in the terms laid down in paragraph 3 of Bushire Residency letter No. 290-S of 4th August 1928. It is not improbable that if this is insisted upon the concession will have little value in Holmes' eyes.

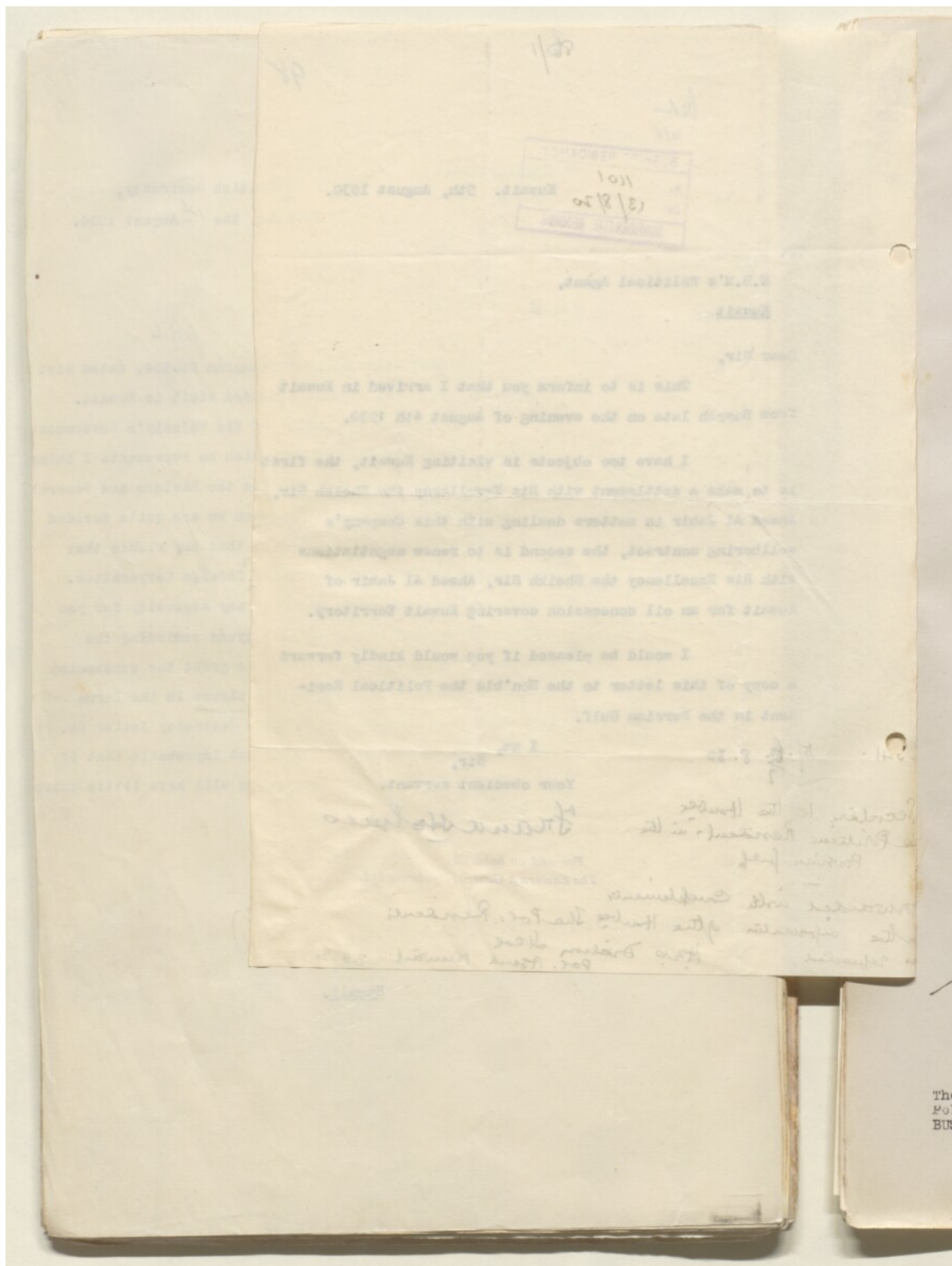
p 85

oc.  
Jm  
Lt. Col. H.E.P. Dickson, C.I.E.,  
Political Agent,  
Kuwait.



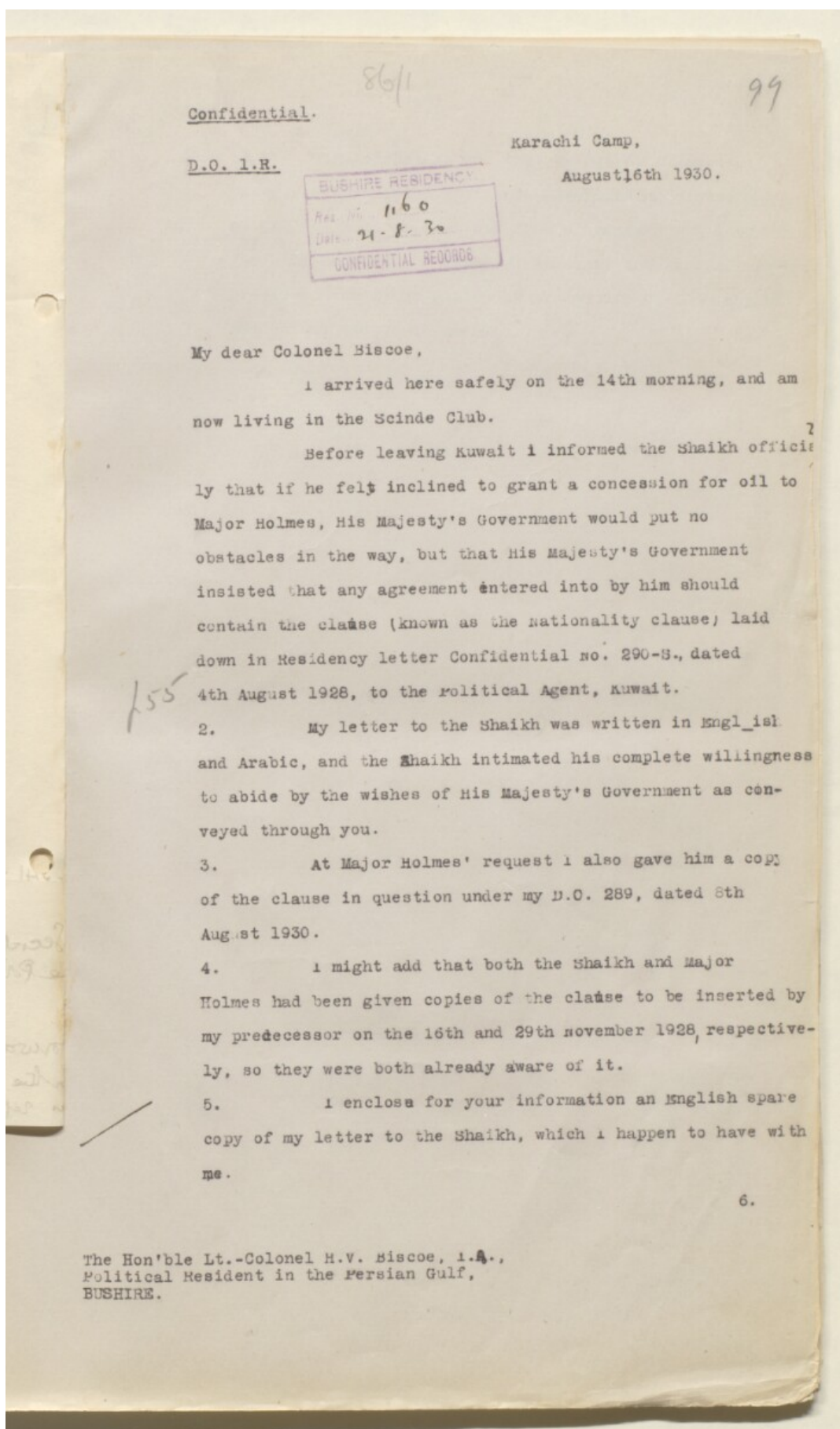


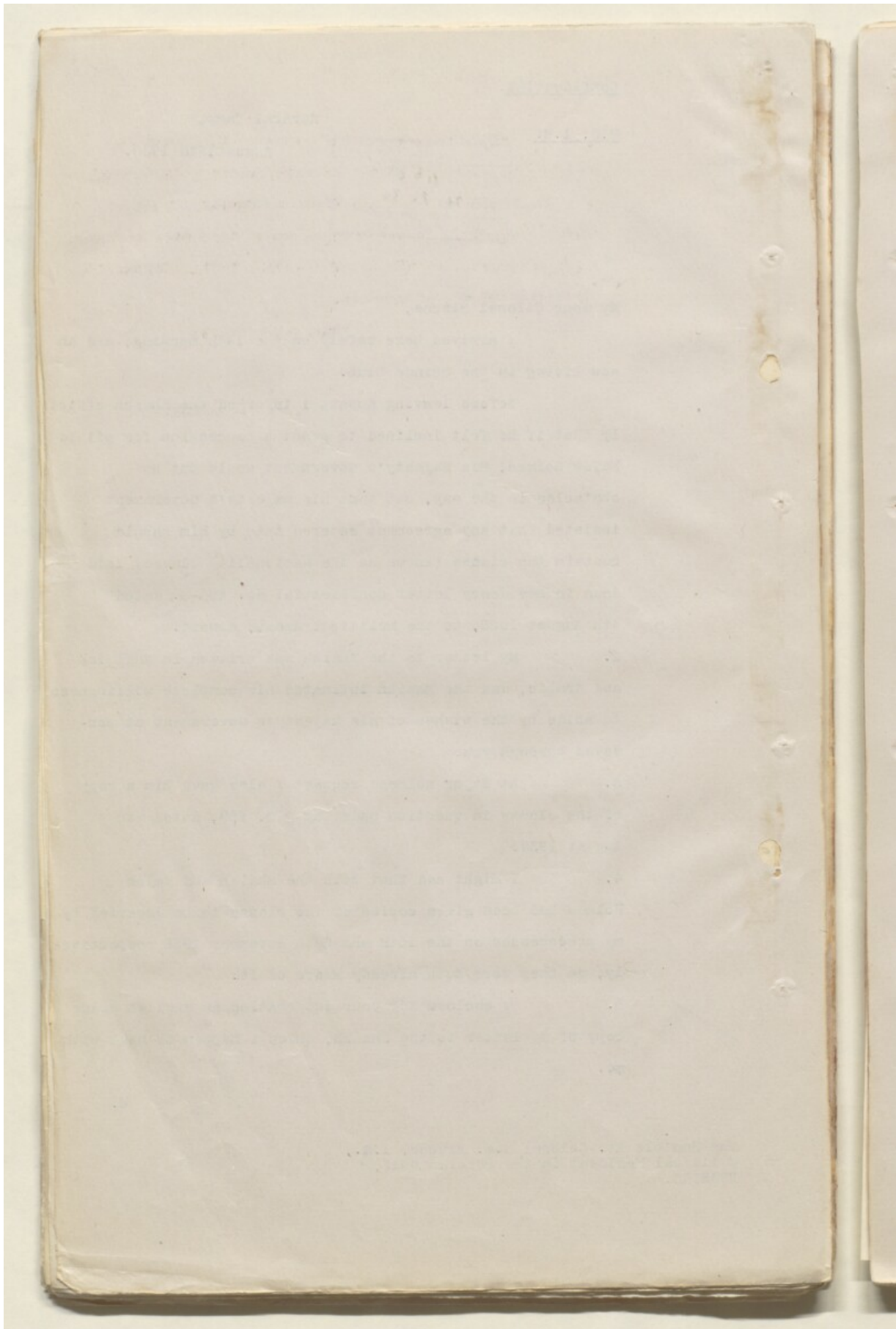




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- 2 -

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6. Major Holmes was the reverse of pleased at being again reminded that this safeguarding clause must go in, and told me that his firm or company would be "awfully angry". I gathered he meant the American group presided over by Mr Mellon of the "Gulf" Oil Company of the United States of America.

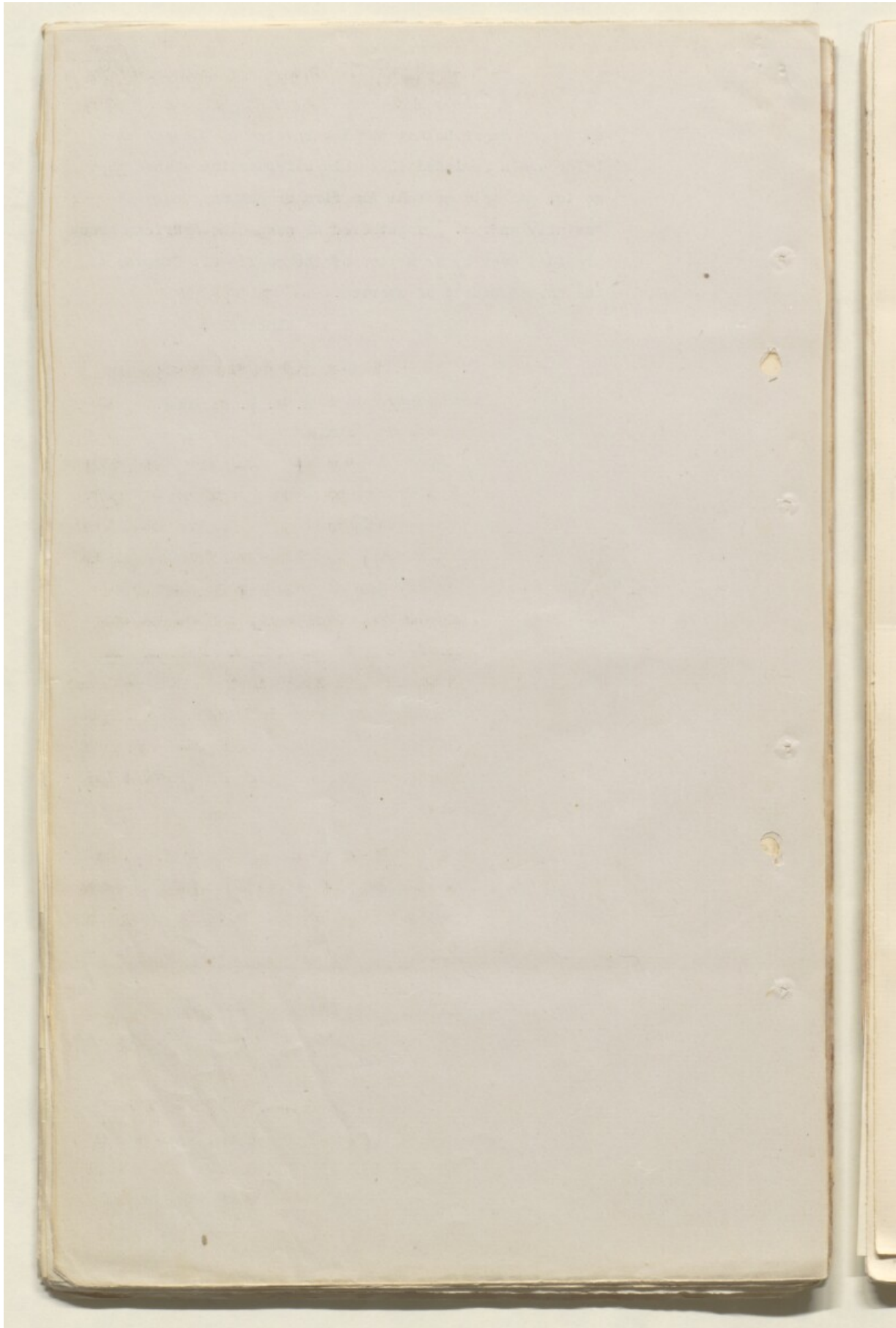
Yours sincerely,

SD/

H. R. F. DICKSON.

*Ms  
n/s*







CONFIDENTIAL. Political Agency, Kuwait.  
No. 233. Dated the 8th August 1930.

/01

To

His Excellency

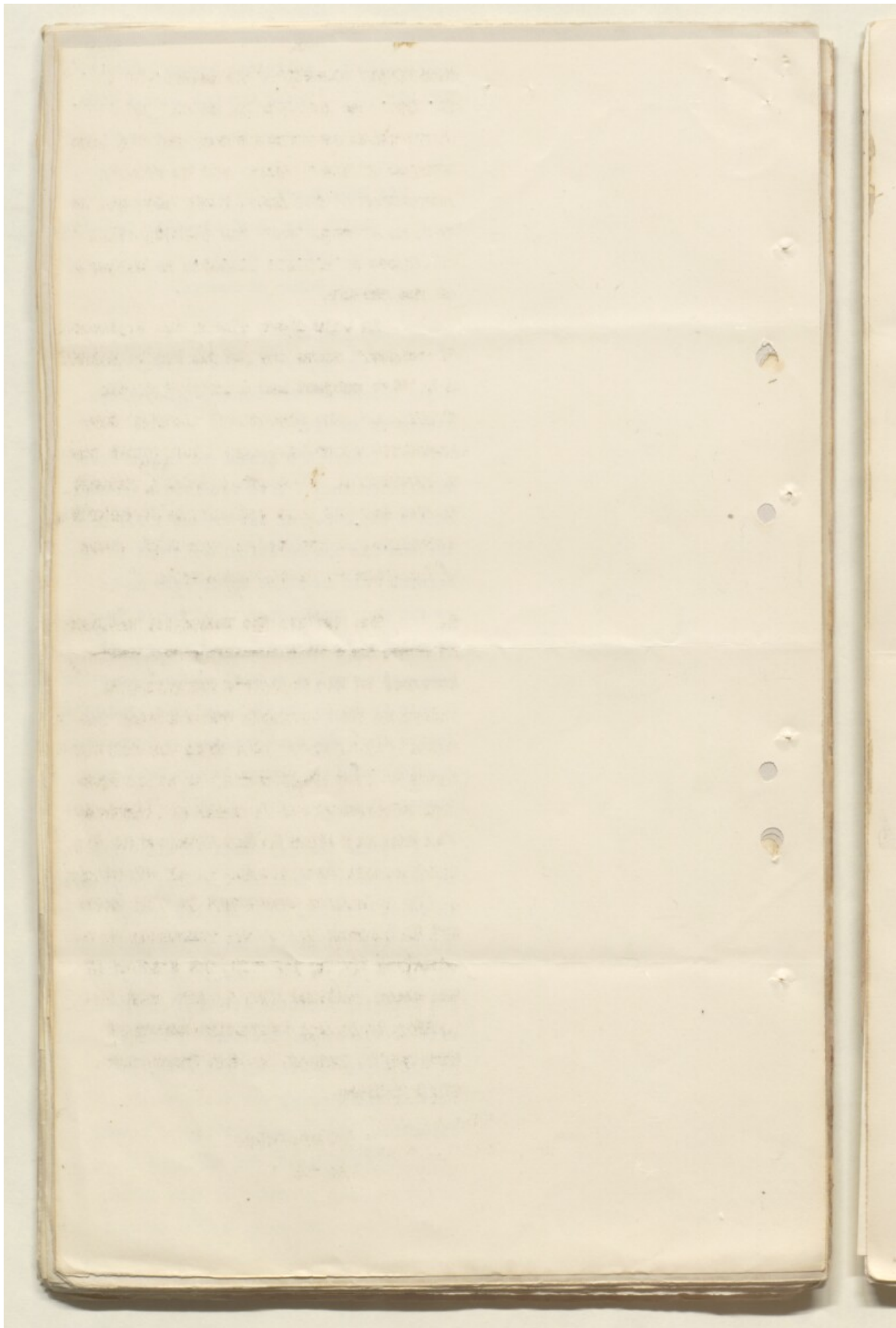
Shaikh Sir Ahmad al-Jabir as-Sabah,  
K.C.I.E., C.S.I.,  
Ruler of Kuwait.

After Compliments.

With regard to the arrival of  
Major Holmes of the Eastern General Syn-  
dicate in Kuwait.

I have the honour to inform Your  
Excellency that I have received a communi-  
cation (No. 593-S of 1st August 1930) from  
the Hon'ble the Political Resident in the  
Persian Gulf in which he directs me to  
remind Your Excellency that should Your  
Excellency be disposed to grant an Oil  
Concession to the Eastern General or other  
Syndicate it is His Majesty's Government's  
desire that the said concession Agreement  
should contain a clause in the following  
terms:-

"The Company shall at all times  
be and remain a British Company, registered  
in Great Britain, or a British Colony, and  
having its principal place of business with  
in His Majesty's Dominions; the Chairman  
and Managing Director (if any) and a ma-  
jority of the other Directors of which, shall  
at all times be British subjects, and  
neither the Company nor the premises,  
liberties, powers and privileges hereby  
granted and demised, nor any land occupied  
for any of the purposes of this lease,  
shall at any time be or become directly or







-2-

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indirectly controlled or managed by a foreigner or foreigners, or any foreign Corporation or Corporations, and the Local Manager of the Company, and as large a percentage of the local staff employed by them as circumstances may permit, shall at all times be British subjects or subjects of the Shaikh.

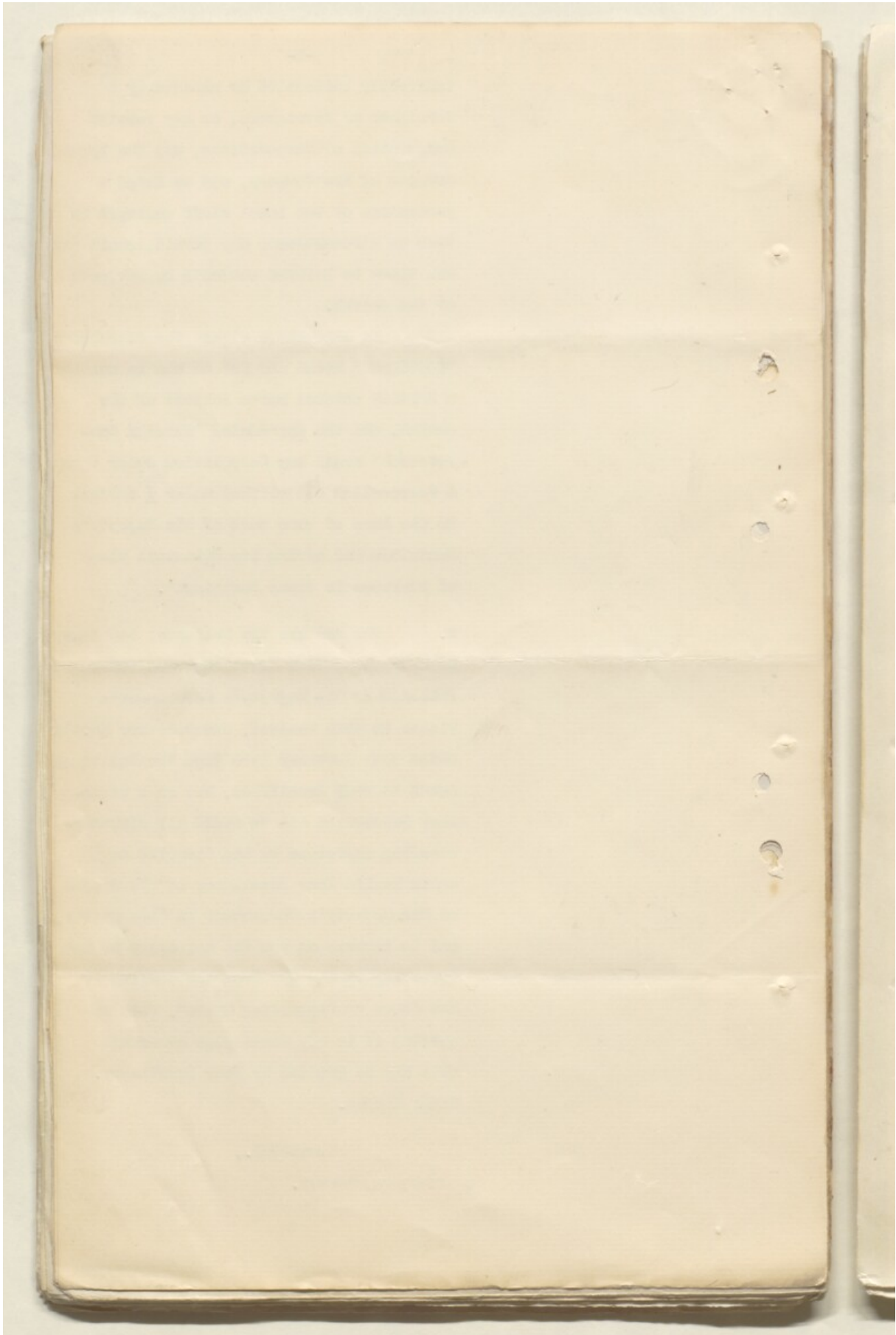
In this above clause the expression "foreigner" means any person who is neither a British subject nor a subject of the Shaikh, and the expression "foreign Corporation" means any Corporation other than <sup>and</sup> a Corporation established under <sup>and</sup> subject to the laws of some part of His Majesty's Dominions and having its principal place of business in those Dominions".

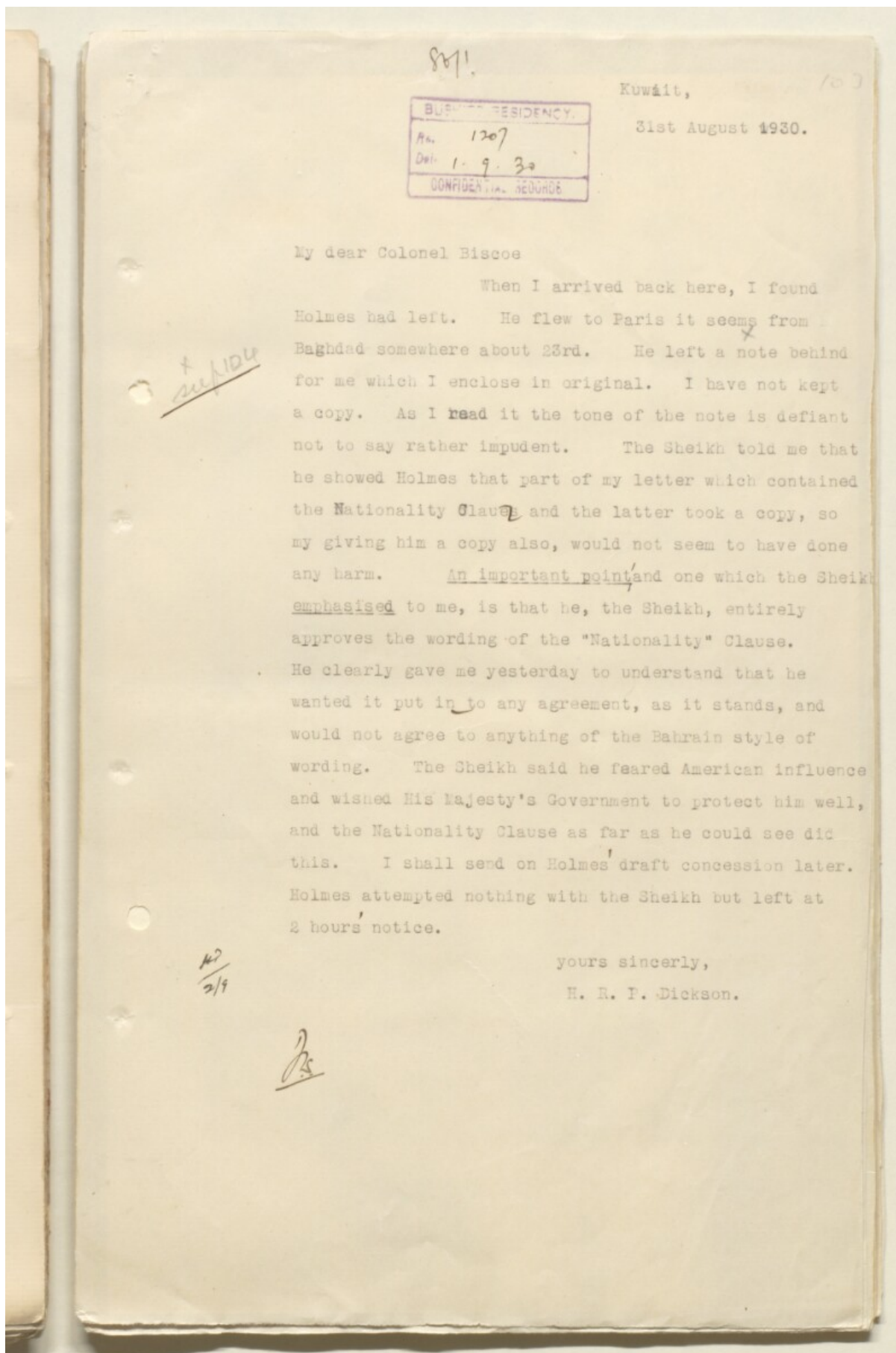
2. The Hon'ble the Political Resident is aware that Your Excellency was fully informed of His Majesty's Government's wishes in this respect, under letter No.489 dated 16th November 1928 from the Political Agent to Your Excellency, but as a necessary precaution and to avoid all misunderstanding in future he has directed me to again remind Your Excellency of the wishes of His Majesty's Government in this matter, and to impress on you the necessity of not deviating in any way from the wording of the above "Safeguarding Clause", when inserting it in any Concession agreement that may be granted by Your Excellency.

Usual Ending.

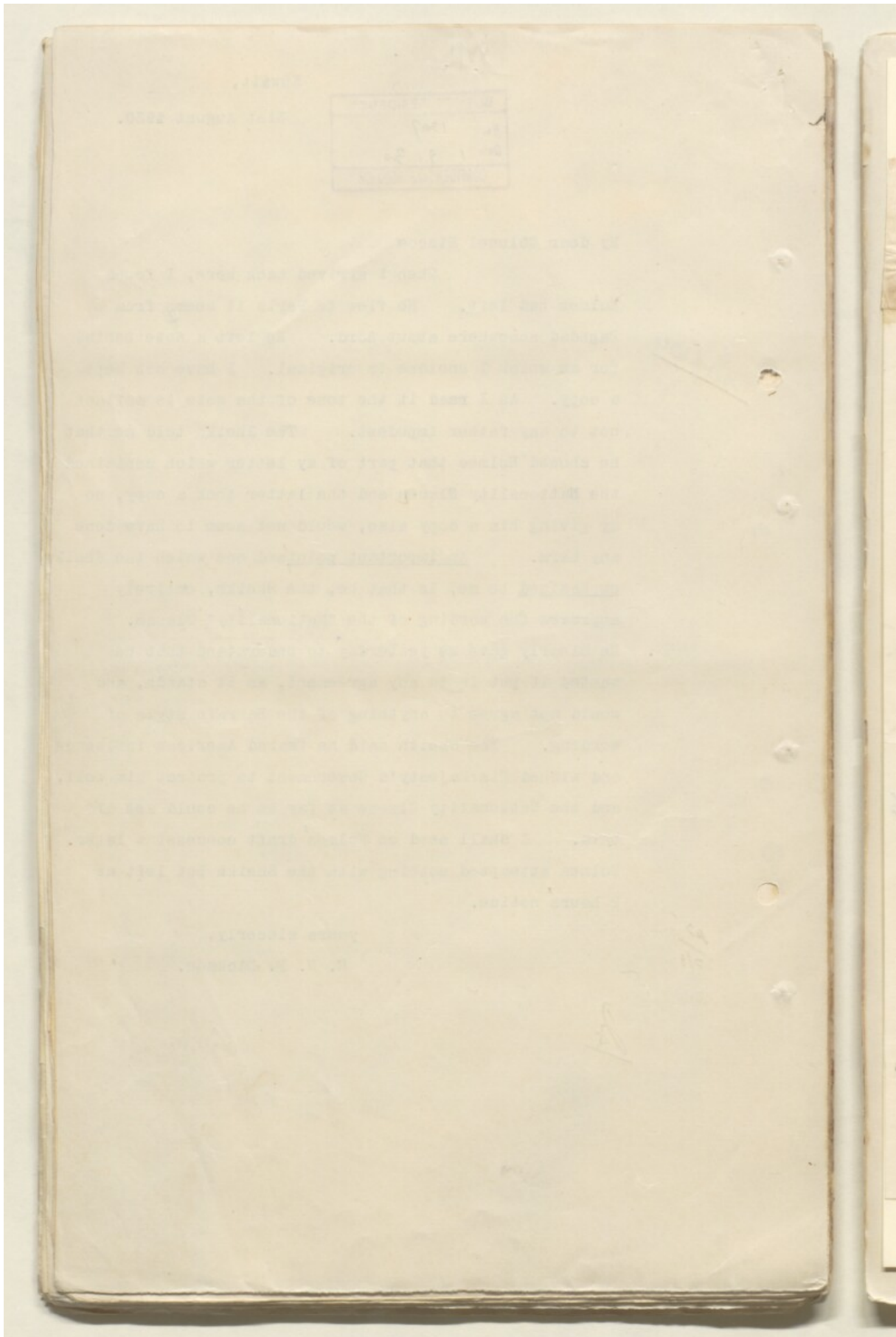
Lieut-Col.,

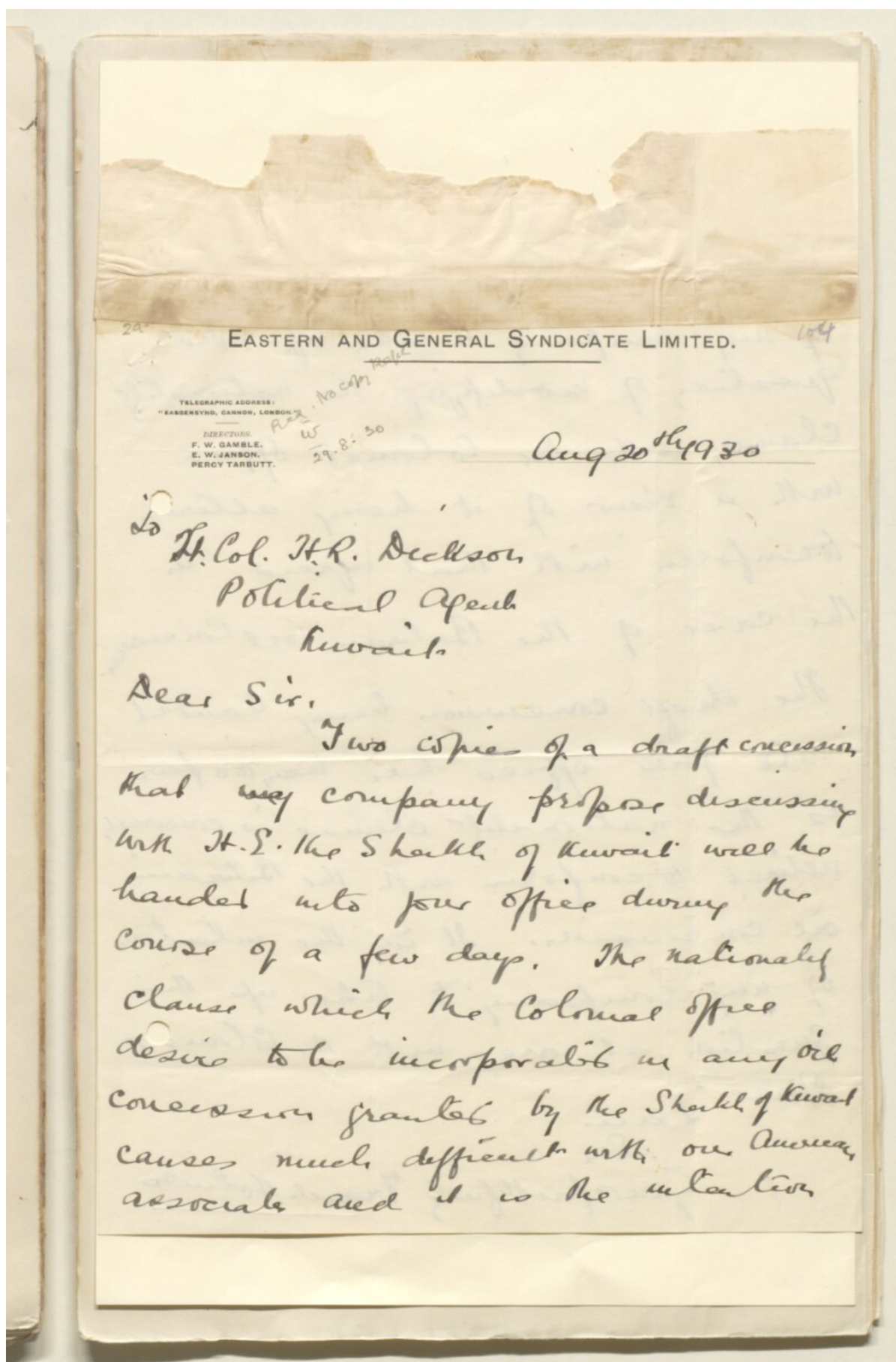
Political Agent Kuwait.













of my company to take up the  
question, of modifying the nationality  
clause, with the Colonial Office  
with a view of it being altered  
to conform with that agreed in  
the case of the Bahrain oil concession.

The draft concession being handed  
into your office has been so far  
as the nationality clause is concerned,  
altered to conform with the Bahrain  
oil concession. It is the intention  
of my company to take up this  
question at once with the Colonial  
Office.

Yours faithfully, Frank Holmes





Confidential.

D.O.No.461-S of 1930.

British Residency,  
Bushire, the 1st September 1930.

My dear Dickson,

Thanks for your private letter of the 31st  
August 1930, and for sending me <sup>the copy</sup> ~~a copy~~ so promptly.

My visit to the ship was rather unfortunate as  
it has made my leg much worse and I am now in bed and am  
told that I have to stop here for a month and shall then  
probably have to go very slow for some time.

I sent on a copy of your telegram about your  
interview with the Shaikh to all concerned, and shall now  
amplify it in a despatch pointing out the difficulties of  
the sale of the Fao property which you have made clear  
in your letter of the 31st August, and which will be most  
helpful to me.

I am also sending a copy of Holmes' letter to  
you privately to the India Office. I do not think he  
will get much change out of the people at home.

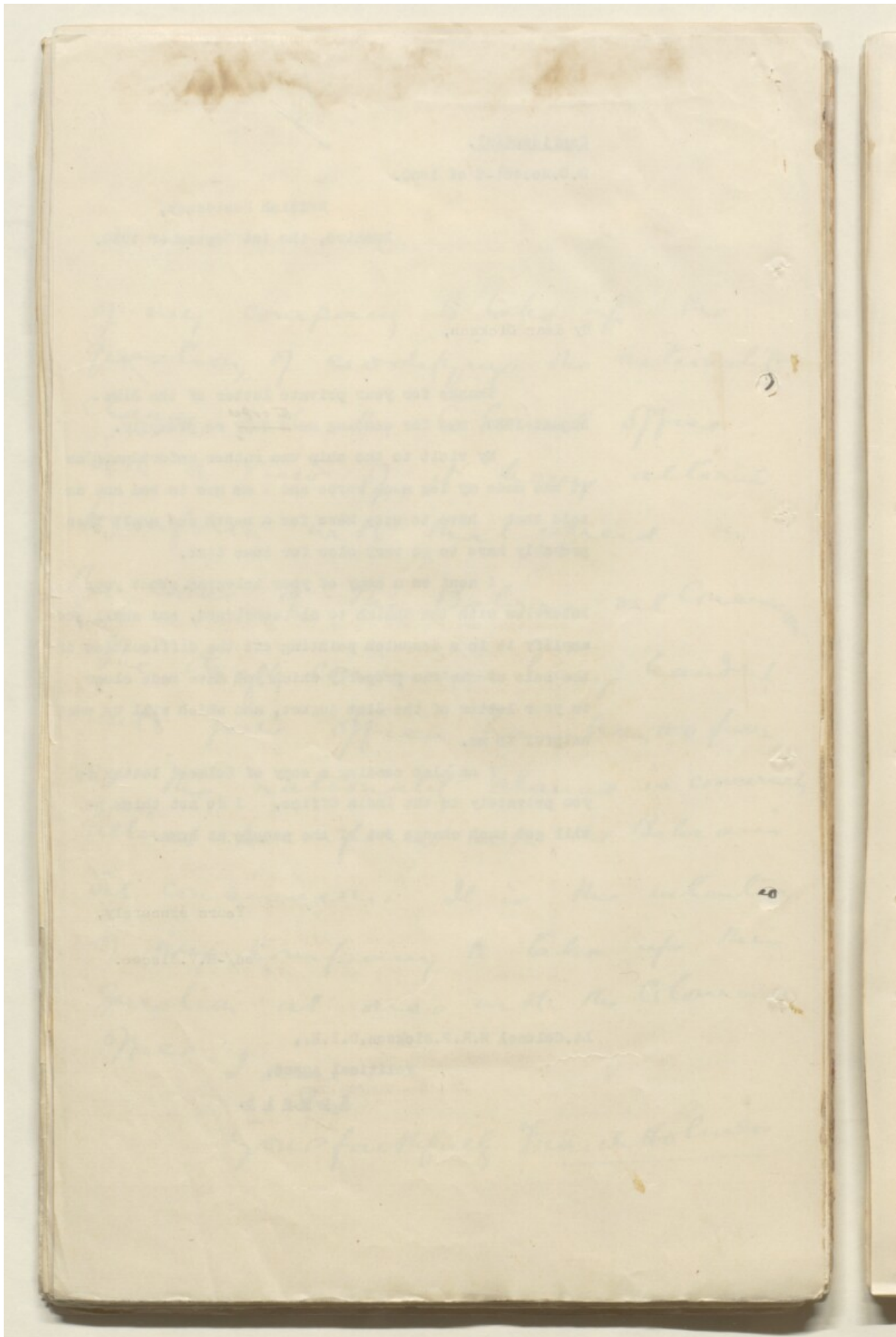
Yours sincerely,

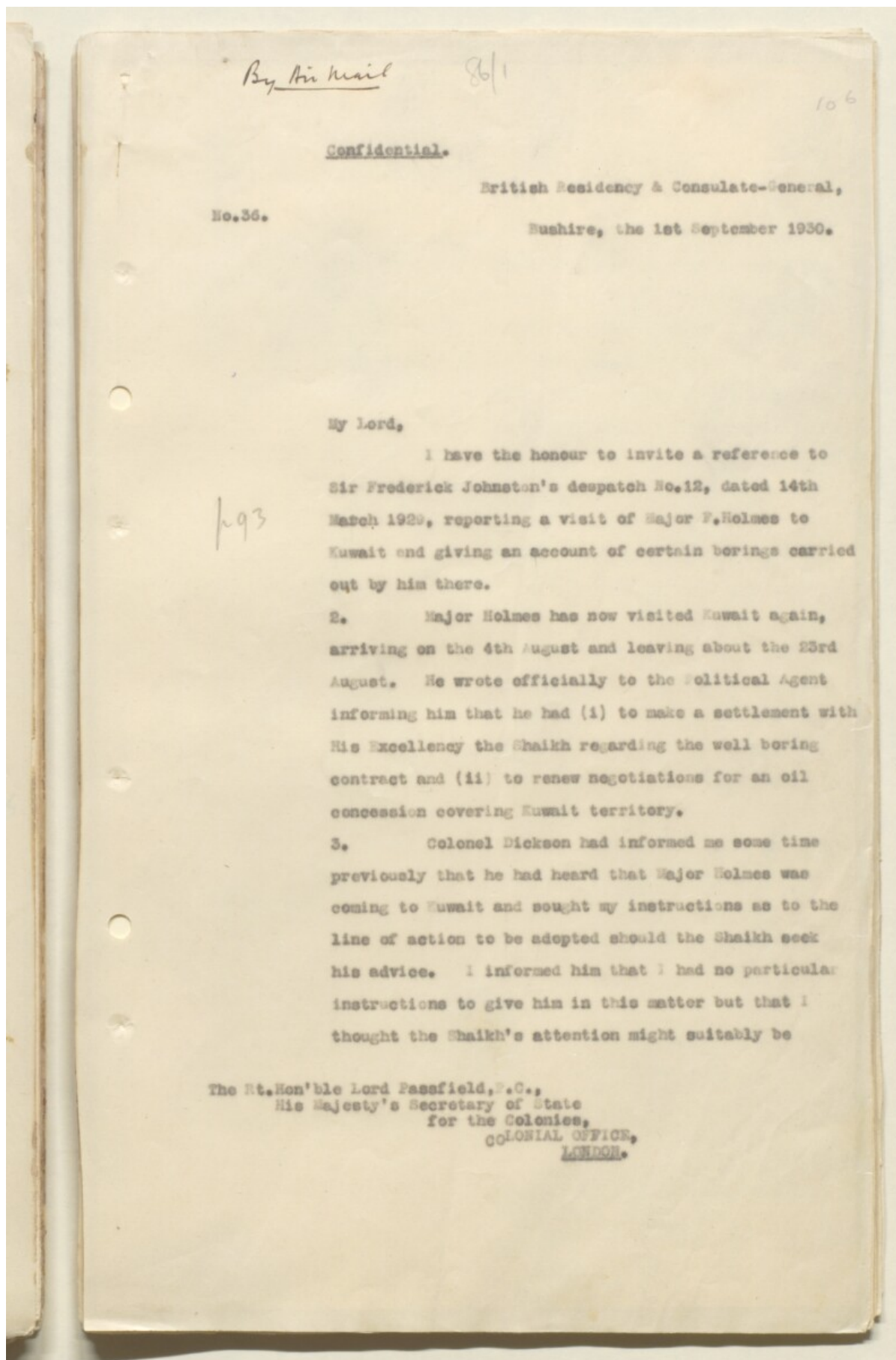
sd/-H.V.Biscoe.

Lt.Colonel H.R.P.Dickson,C.I.E.,

Political Agent,

K u w a i t.





By Air Mail

86/1

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Confidential.

No. 36.

British Residency & Consulate-General,  
Bushire, the 1st September 1930.

My Lord,

I have the honour to invite a reference to Sir Frederick Johnston's despatch No. 12, dated 14th March 1929, reporting a visit of Major F. Holmes to Kuwait and giving an account of certain borings carried out by him there.

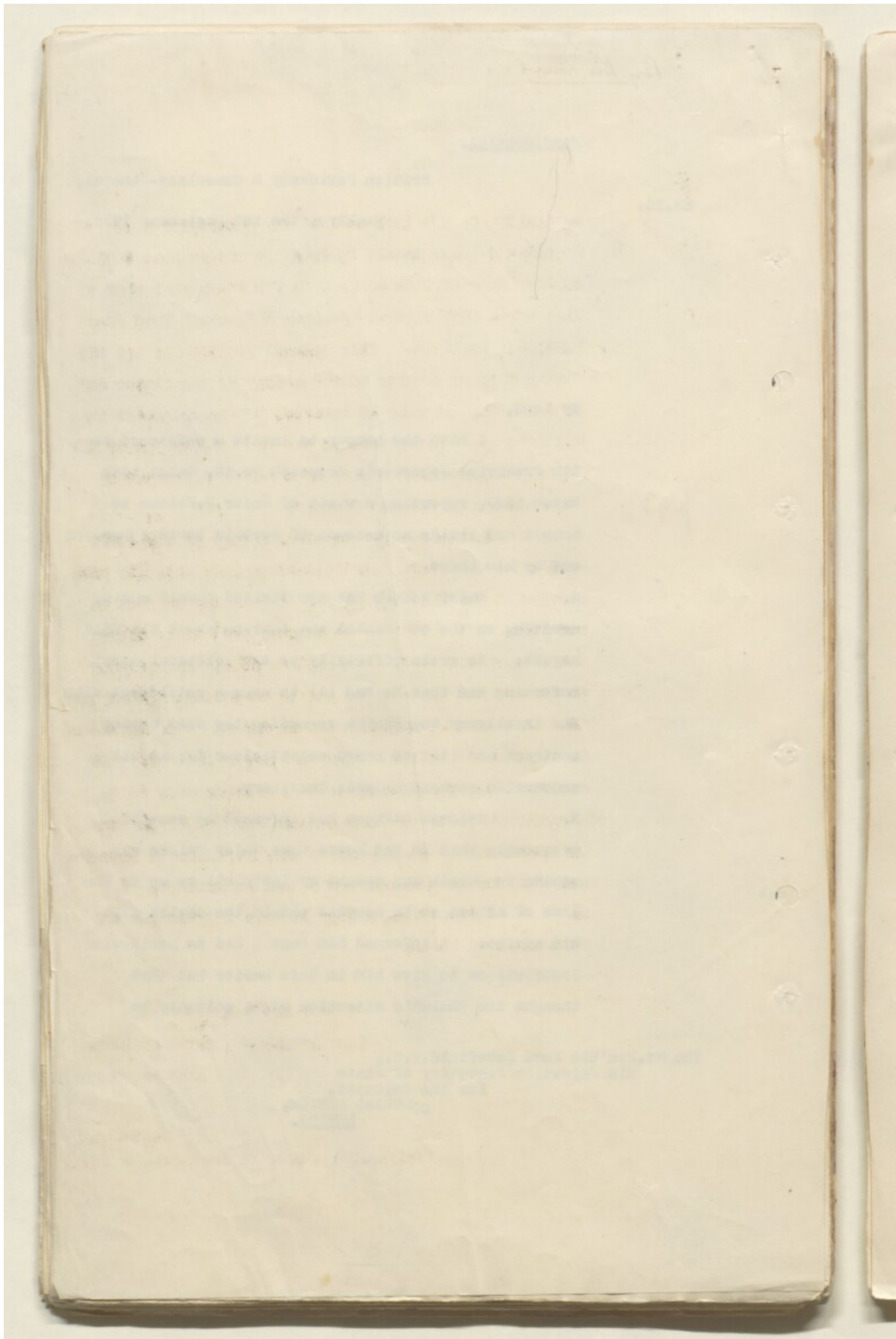
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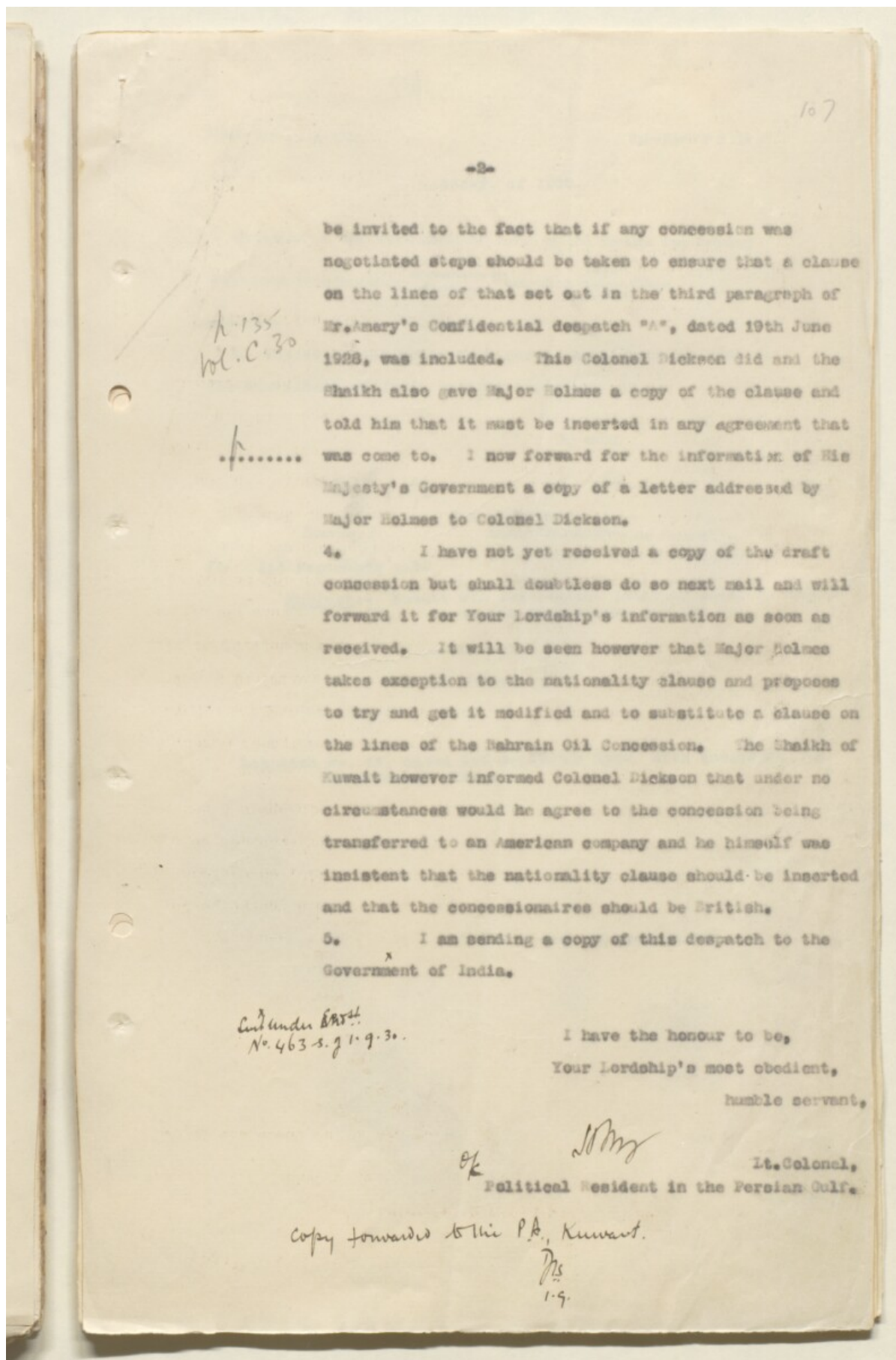
2. Major Holmes has now visited Kuwait again, arriving on the 4th August and leaving about the 23rd August. He wrote officially to the Political Agent informing him that he had (i) to make a settlement with His Excellency the Shaikh regarding the well boring contract and (ii) to renew negotiations for an oil concession covering Kuwait territory.

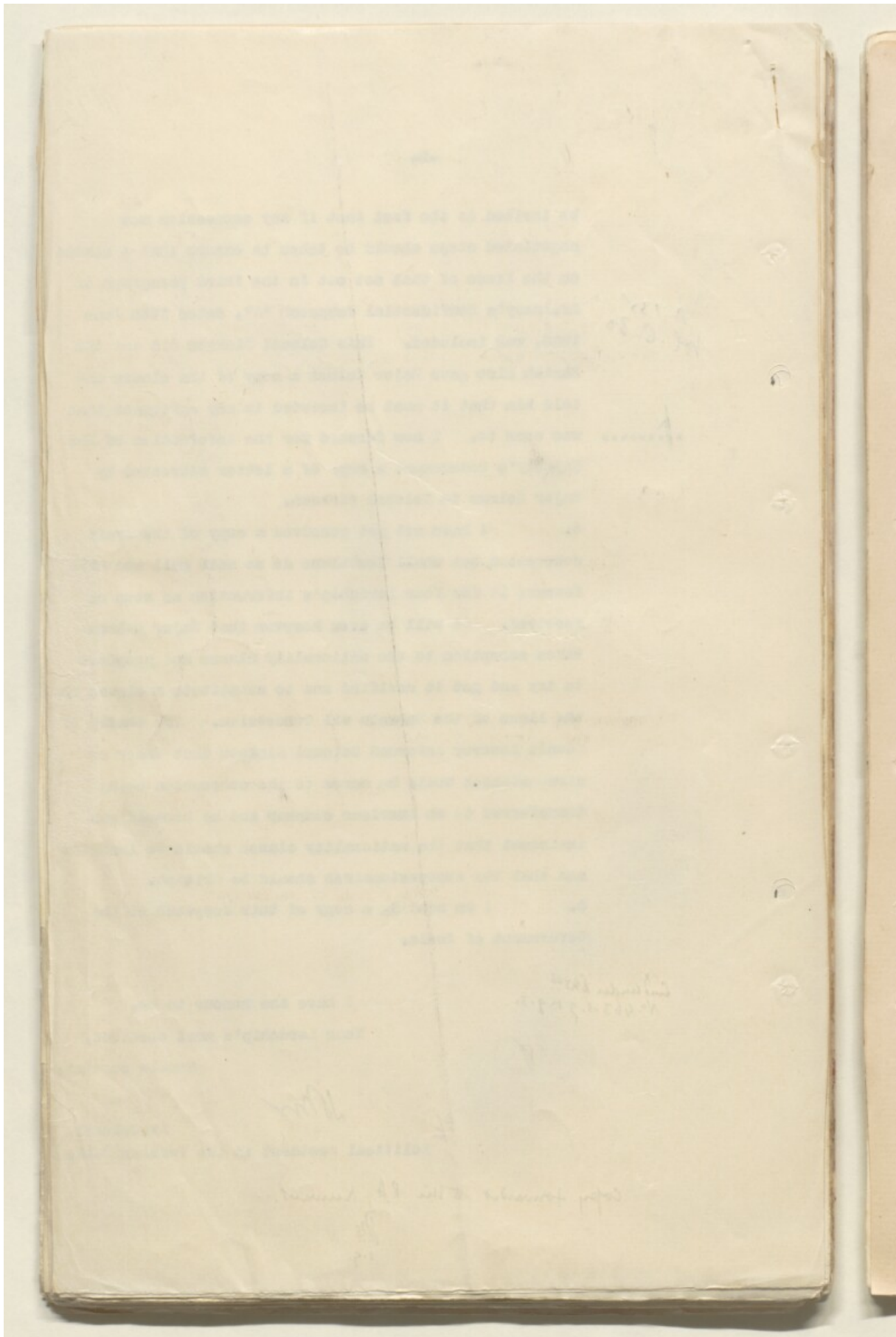
3. Colonel Dickson had informed me some time previously that he had heard that Major Holmes was coming to Kuwait and sought my instructions as to the line of action to be adopted should the Shaikh seek his advice. I informed him that I had no particular instructions to give him in this matter but that I thought the Shaikh's attention might suitably be

The Rt. Hon'ble Lord Passfield, P.C.,  
His Majesty's Secretary of State  
for the Colonies,  
COLONIAL OFFICE,  
LONDON.

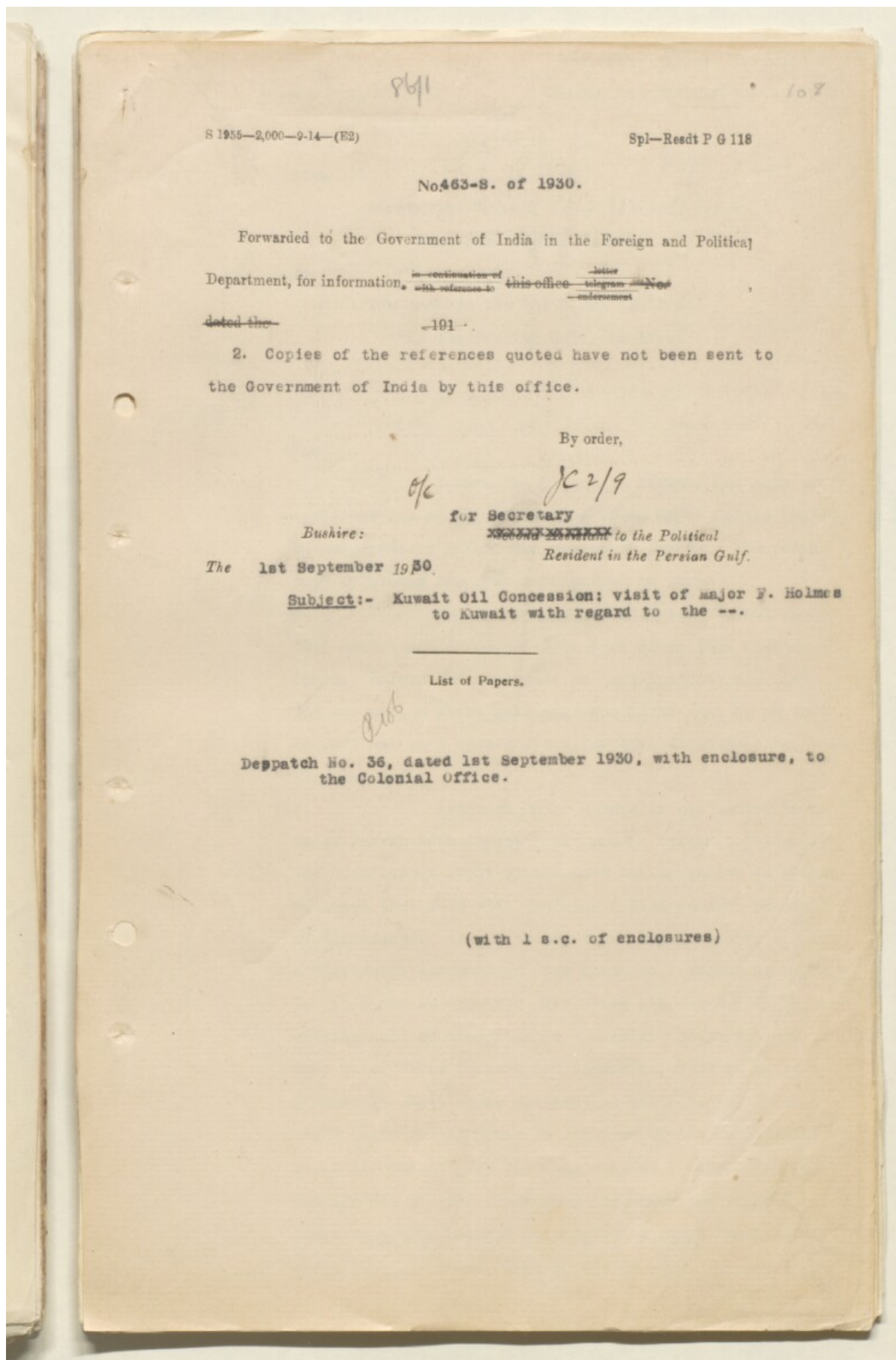


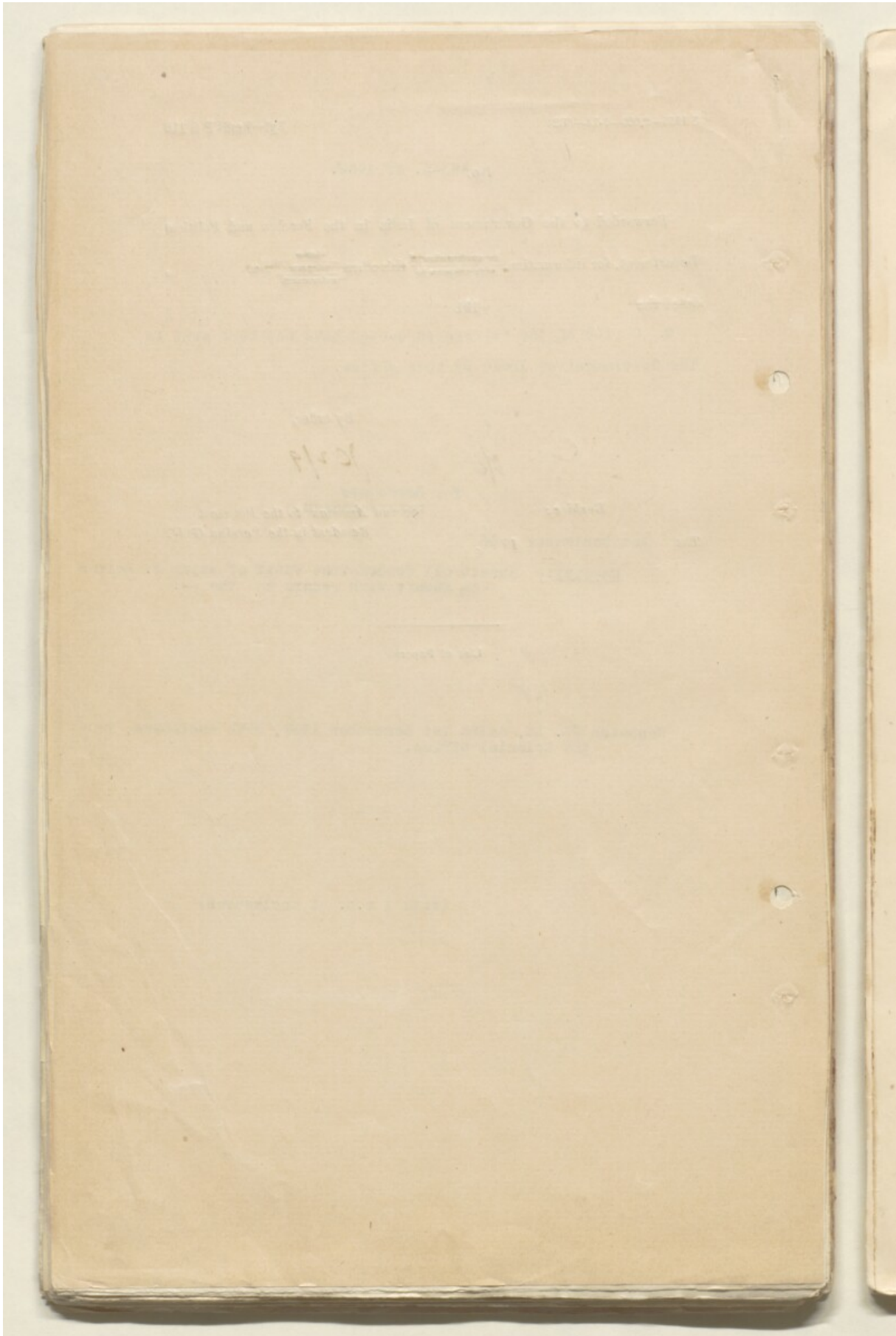


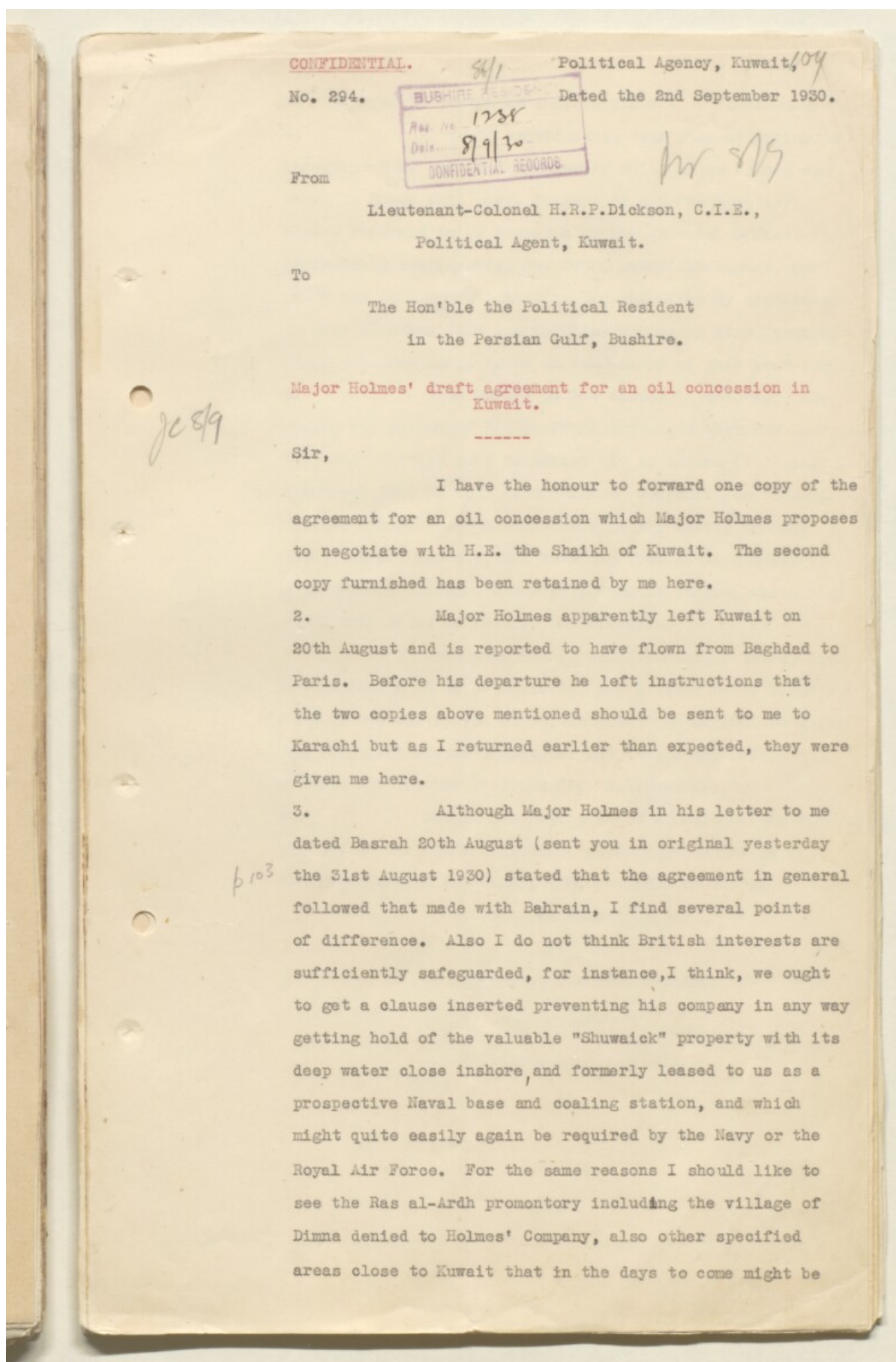




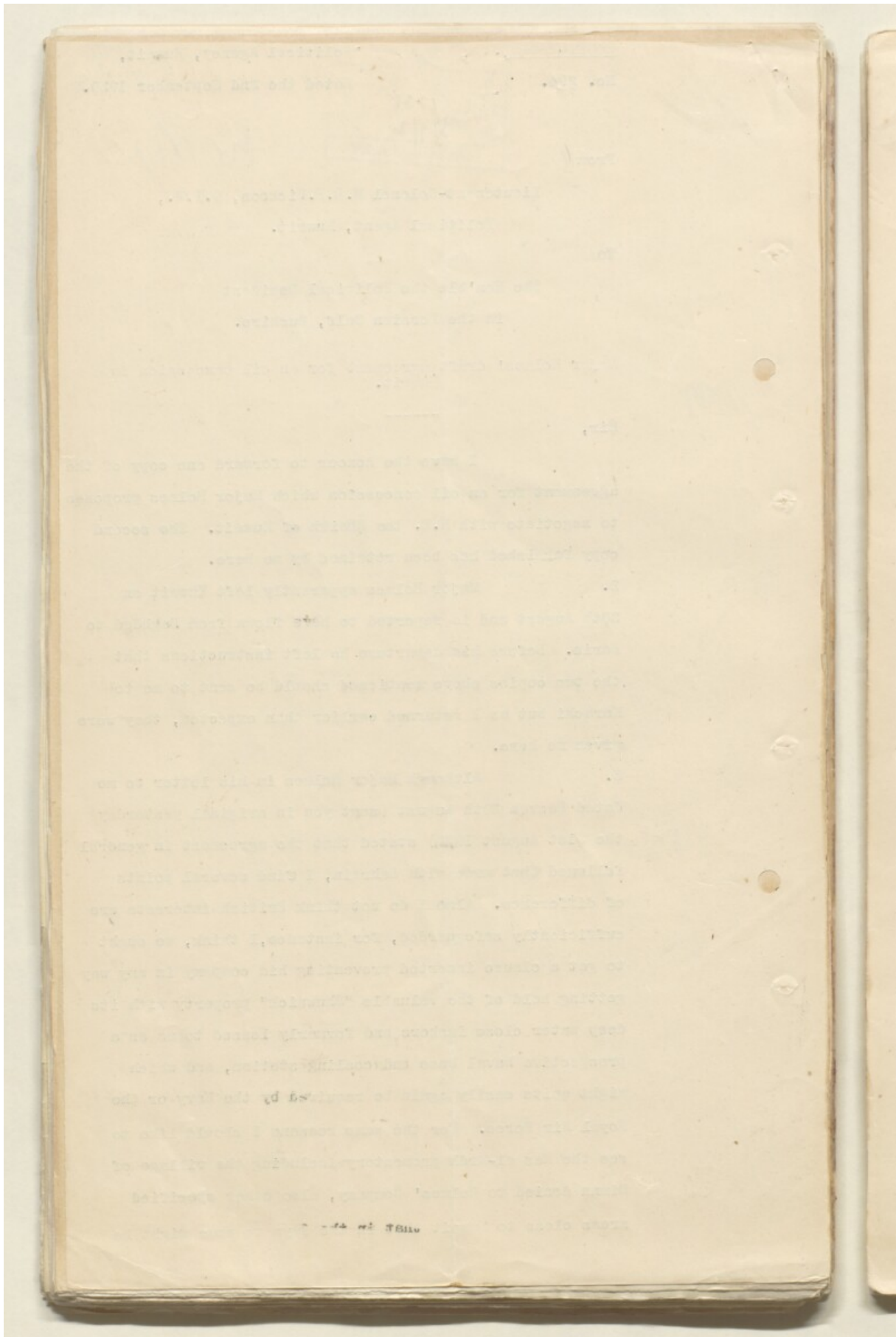














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be required by troops as camping grounds or aerodromes etc.

4. I would particularly draw your attention to paragraph 8 of the draft agreement which Major Holmes apparently hopes will serve instead of the "nationality" clause required to be inserted by the Colonial Office, vide Residency's confidential No. 290-S dated 4th August, and which was duly communicated to the Shaikh by my predecessor on 16th November 1928 and to Major Holmes on 29th November 1928, and once again by me on 8th August of this year 1930.

5. With regard to the clause in question, the Shaikh has intimated his profound gratitude that H.M. Government have thought good to advise him to insert it in any agreement come to with Major Holmes' Company. He recognized he said that H.M. Government were merely trying to make things secure for him, and save him from getting mixed up with foreign concerns and individuals in future, which might ultimately bring in foreign interference.

This attitude is satisfactory, I think, and if the Shaikh is to be believed, and I think he is sincere, he will himself insist on the introduction of what he calls the "God sent clause", whatever the future may bring, and without any further pressure from H.M. Government.

6. Should you desire me to comment on the various clauses of the Draft Agreement, especially having in view H.M. Government's interests, I am prepared to do so.

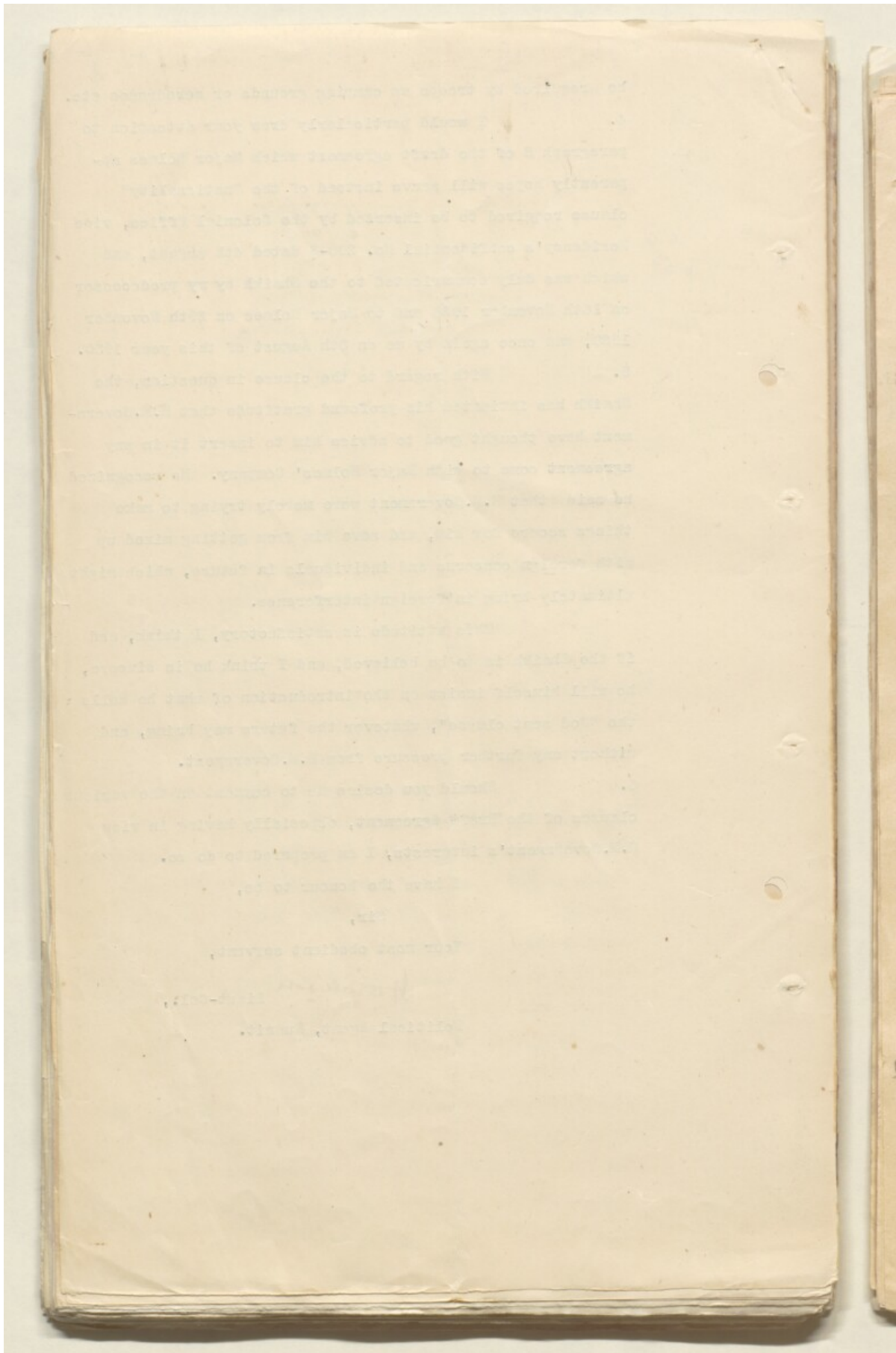
I have the honour to be,

Sir,

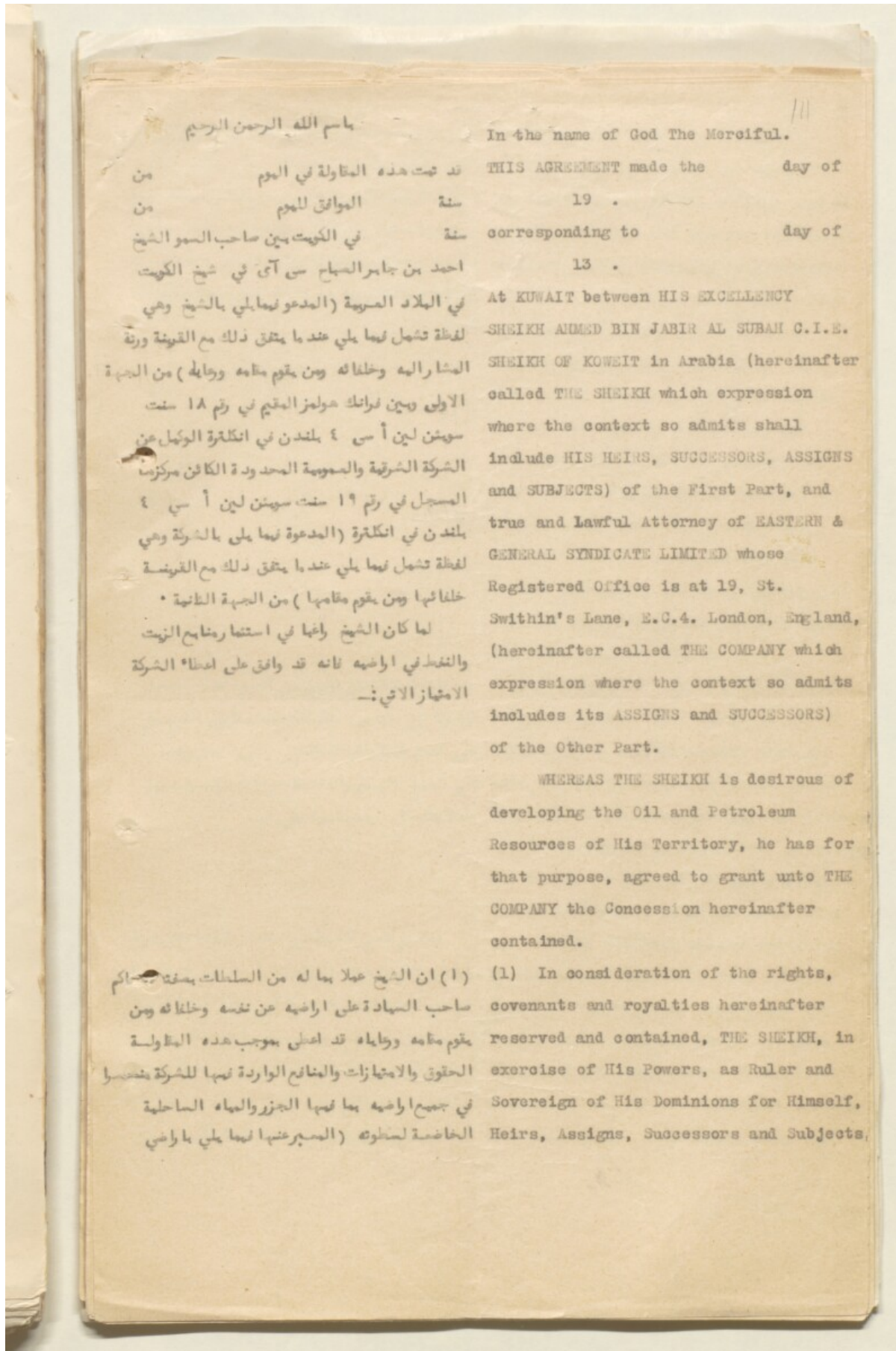
Your most obedient servant,

*Horace* Lieut.-Col.,

Political Agent, Kuwait.







باسم الله الرحمن الرحيم

In the name of God The Merciful.

قد تمت هذه المظاولة في اليوم  
من الموافق للعام  
سنة في الكويت بين صاحب السمو الشيخ  
احمد بن جابر الصباح سي آي في شيخ الكويت

THIS AGREEMENT made the day of  
19 .  
corresponding to day of  
13 .

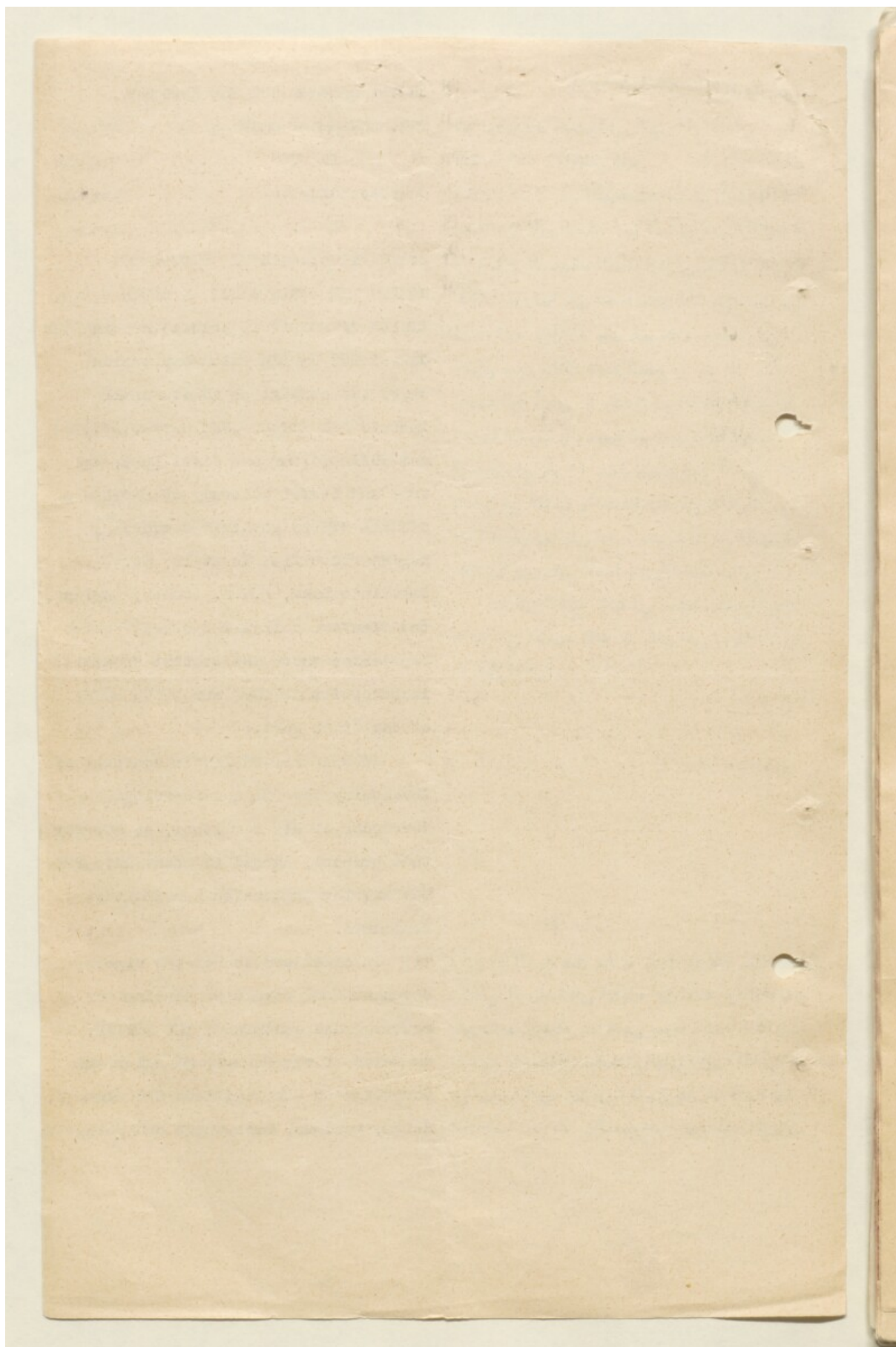
في البلاد العربية (المدعوين) بالشيخ وهي  
لفظة تشمل فيما يلي عندما يتفق ذلك مع القينة وربة  
المشار اليه وخلفائه ومن يقوم مقامه ورأيه (من الجهة  
الاولى وبين فوائده هولمز المقيم في رقم 18 سنت  
سوين لين أ سي 4 بلندن في انكلترة الوكيل عن  
الشركة الشرقية والمعموية المحدودة الكائن مركزها  
المسجل في رقم 19 سنت سوين لين أ سي 4  
بلندن في انكلترة (المدعوة فيما يلي بالشركة وهي  
لفظة تشمل فيما يلي عندما يتفق ذلك مع القينة  
خلفائها ومن يقوم مقامها (من الجهة الثانية .  
لما كان الشيخ راغباً في استثمار منافع النفط  
والنفط في اراضيه لانه قد وافق على اعطاء الشركة  
الامتياز الاتي :-

At KUWAIT between HIS EXCELLENCY  
SHEIKH AHMED BIN JABIR AL SUBAH C.I.E.  
SHEIKH OF KOWEIT in Arabia (hereinafter  
called THE SHEIKH which expression  
where the context so admits shall  
include HIS HEIRS, SUCCESSORS, ASSIGNS  
and SUBJECTS) of the First Part, and  
true and Lawful Attorney of EASTERN &  
GENERAL SYNDICATE LIMITED whose  
Registered Office is at 19, St.  
Swithin's Lane, E.C.4. London, England,  
(hereinafter called THE COMPANY which  
expression where the context so admits  
includes its ASSIGNS and SUCCESSORS)  
of the Other Part.

WHEREAS THE SHEIKH is desirous of  
developing the Oil and Petroleum  
Resources of His Territory, he has for  
that purpose, agreed to grant unto THE  
COMPANY the Concession hereinafter  
contained.

(1) ان الشيخ عملاً بما له من السلطات بمقتضى  
صاحب السيادة على اراضيه عن نفسه وخلفائه ومن  
يقوم مقامه ورأيه قد اعطى بموجب هذه المظاولة  
الحقوق والامتيازات والمنافع الواردة فيها للشركة  
في جميع اراضيه بما فيها الجزر والمياه الساحلية  
الخاصة لمطوطة (المعبر عنها فيما يلي بأراضي

(1) In consideration of the rights,  
covenants and royalties hereinafter  
reserved and contained, THE SHEIKH, in  
exercise of His Powers, as Ruler and  
Sovereign of His Dominions for Himself,  
Heirs, Assigns, Successors and Subjects,





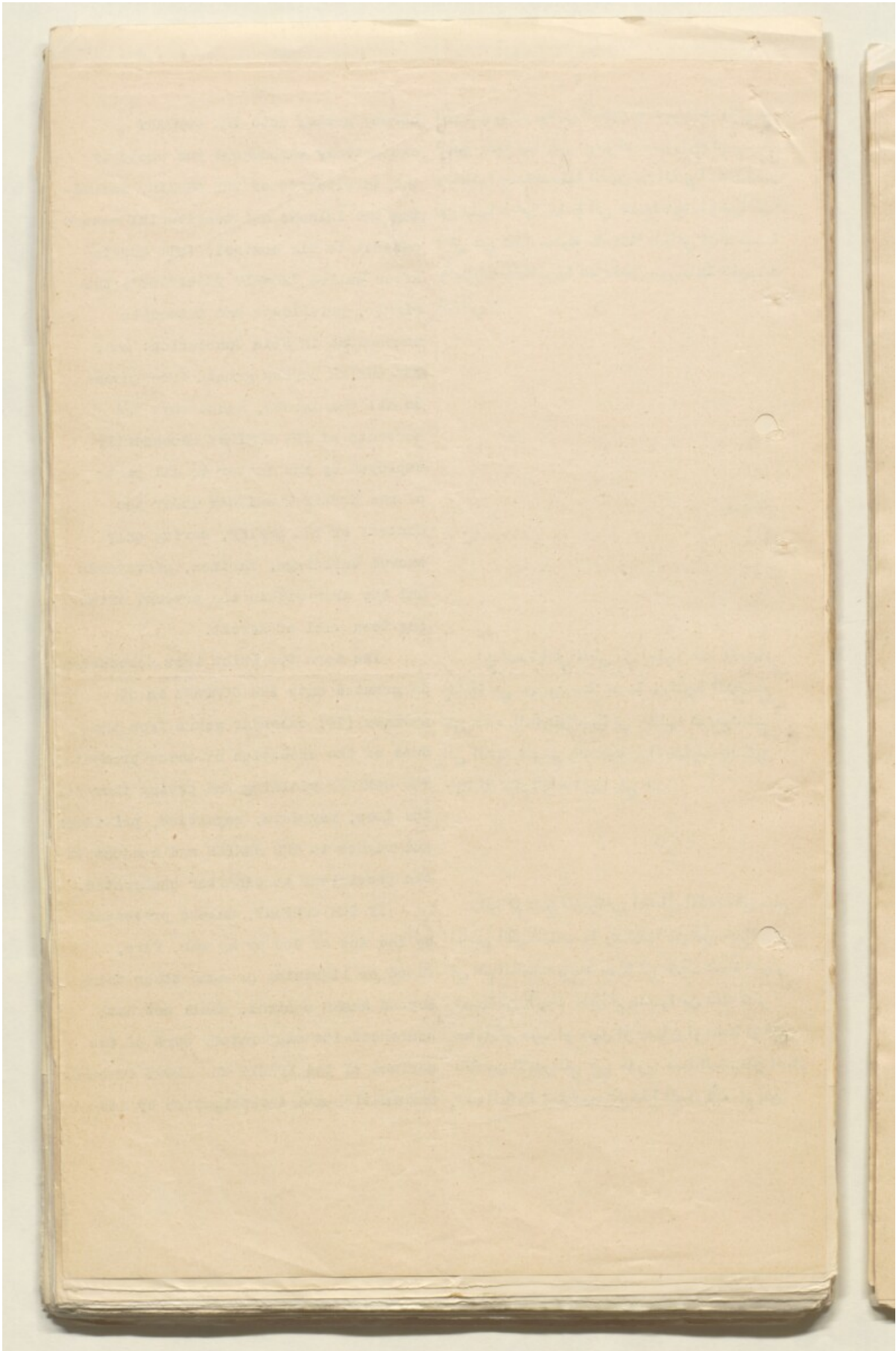
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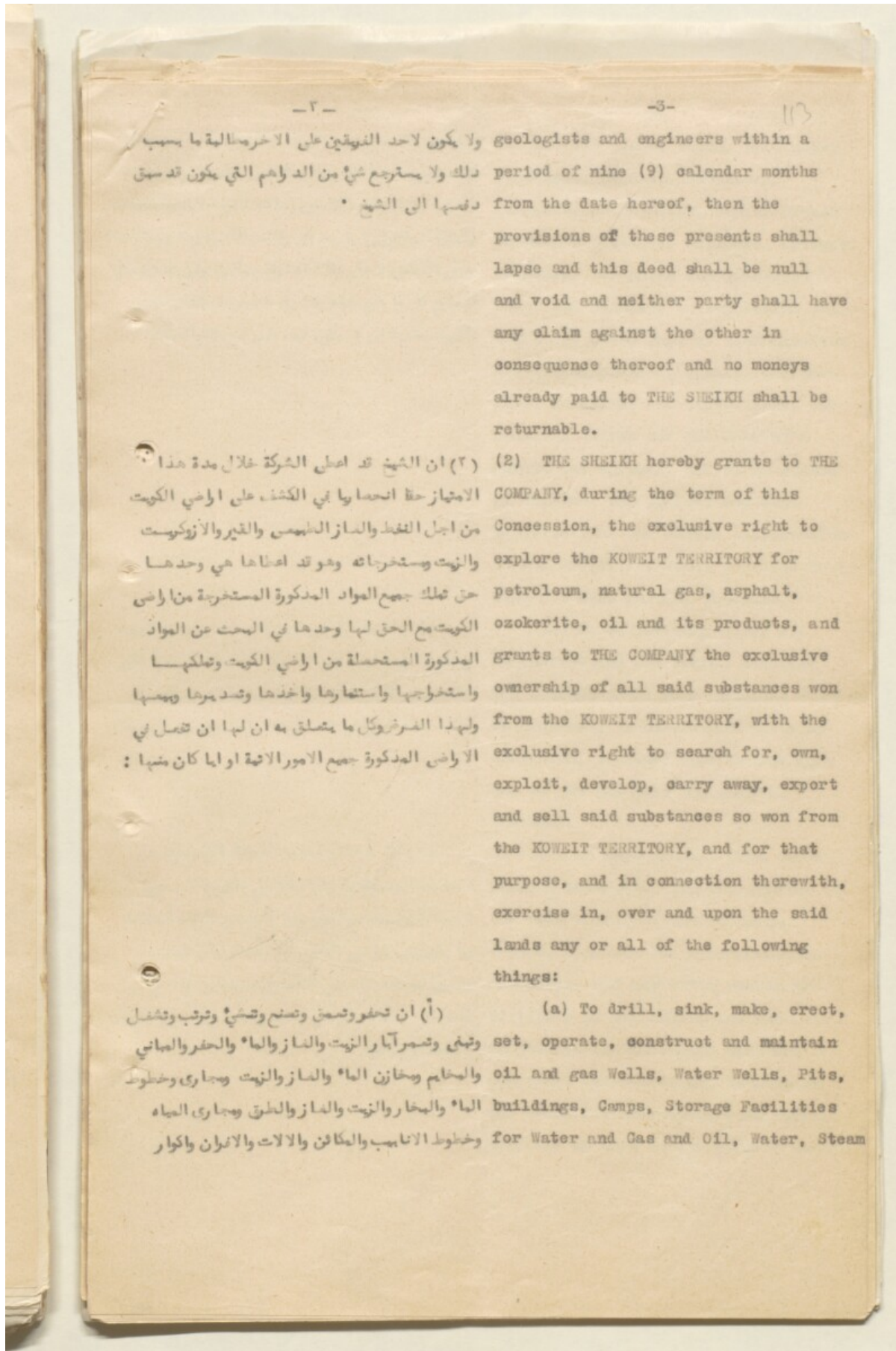
hereby grants unto THE COMPANY exclusively throughout the whole of the territories of THE SHEIKH, including the islands and territorial waters subject to His control, (all herein-after called "KOWEIT TERRITORY") the rights, privileges and interests enumerated in this Concession: and, THE SHEIKH hereby grants free access to all the agents, successors and servants of THE COMPANY necessarily employed by the latter to all parts of the KOWEIT TERRITORY under the control of THE SHEIKH, saving only sacred buildings, shrines, graveyards and the area within the present existing town wall of Koweit.

The term for which this Concession is granted unto THE COMPANY is of seventy (70) calendar years from the date of the execution of these presents, THE COMPANY yielding and paying therefor the fees, payments, royalties, privileges and rights to THE SHEIKH and subject to the provisions hereinafter enumerated.

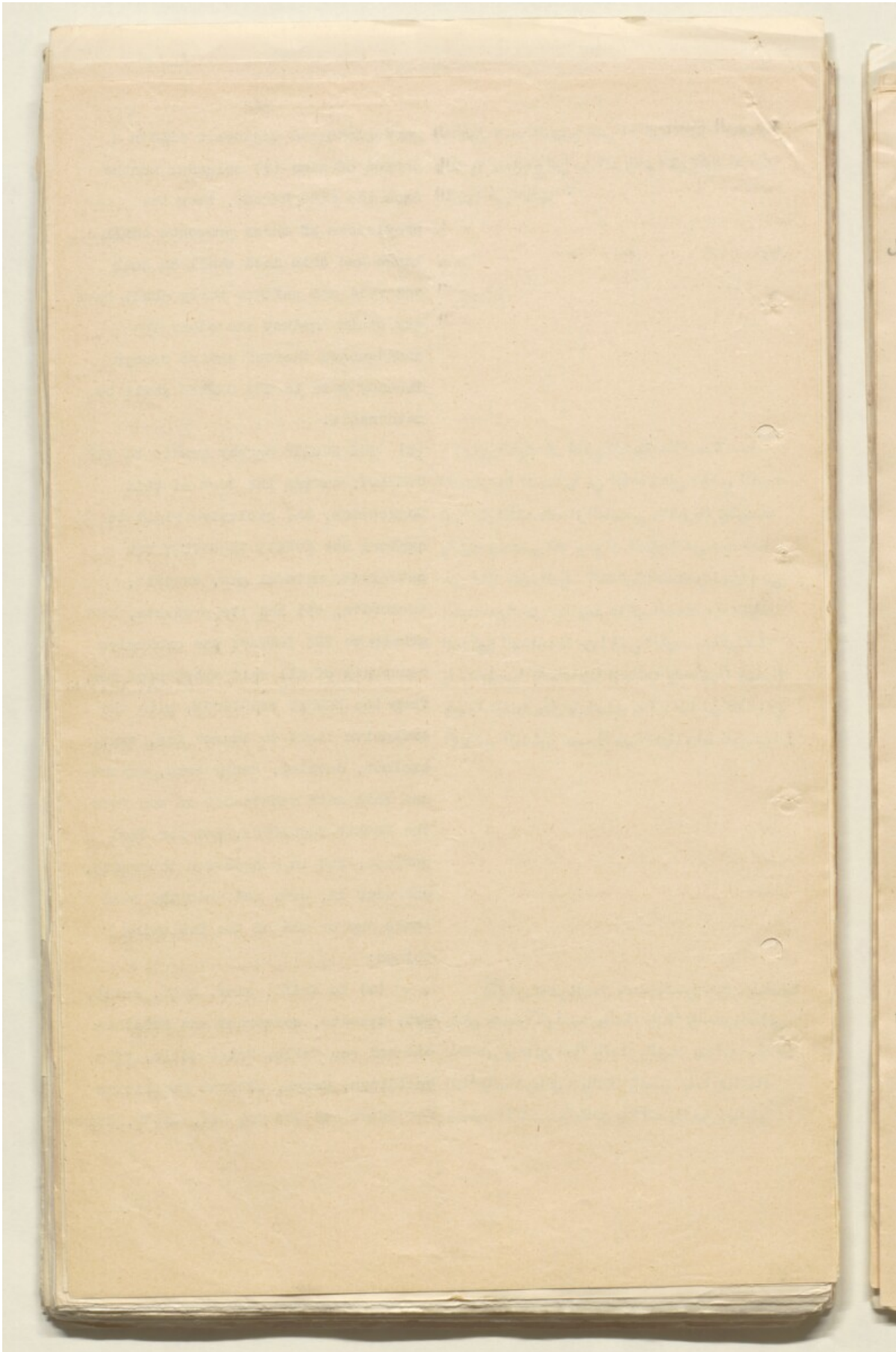
If THE COMPANY, unless prevented by the Act of God or by war, fire, flood or lightning or some other thing beyond human control, shall not have commenced its exploratory work of the surface of the KOWEIT TERRITORY through examination and investigation by its



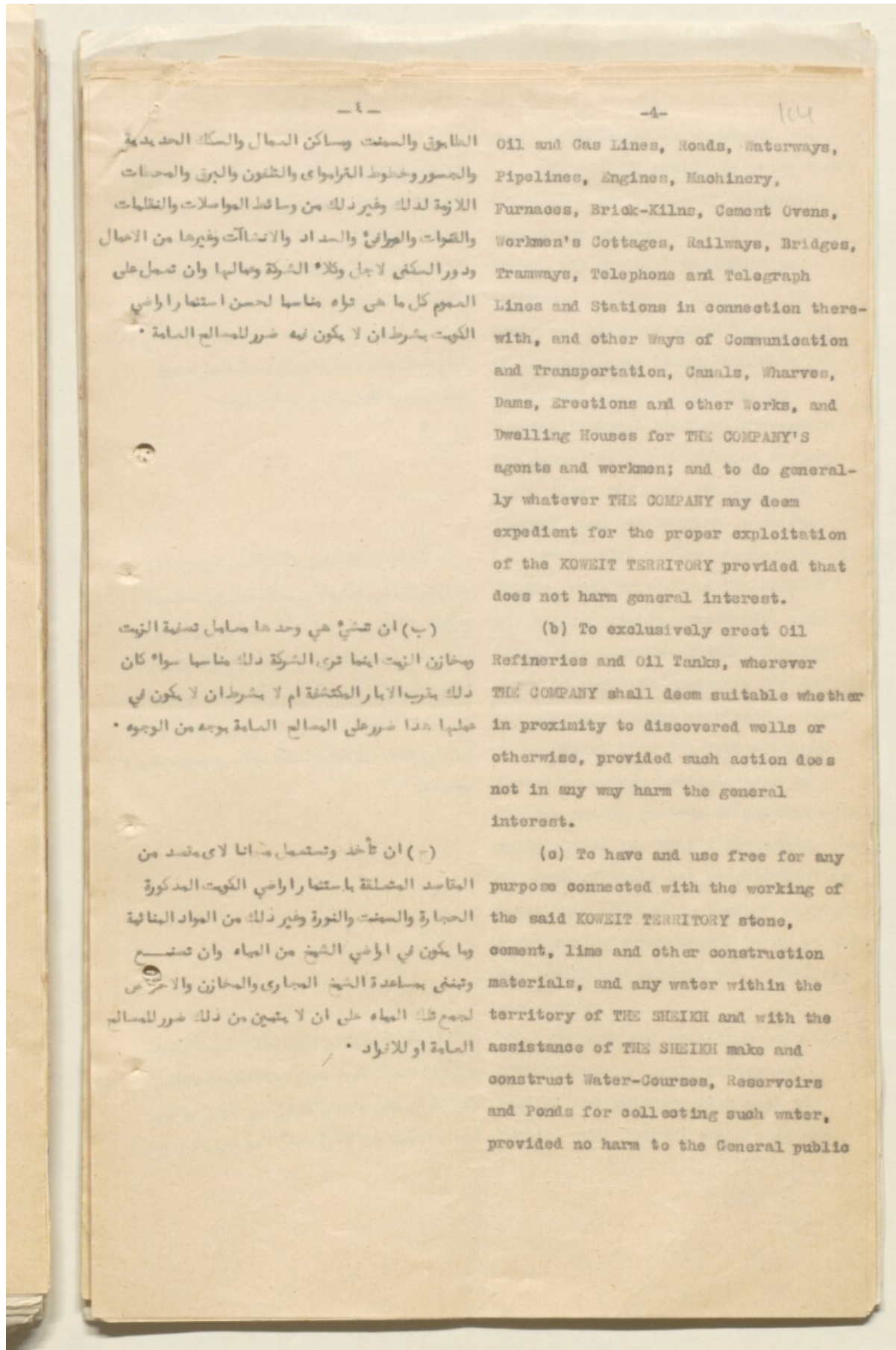


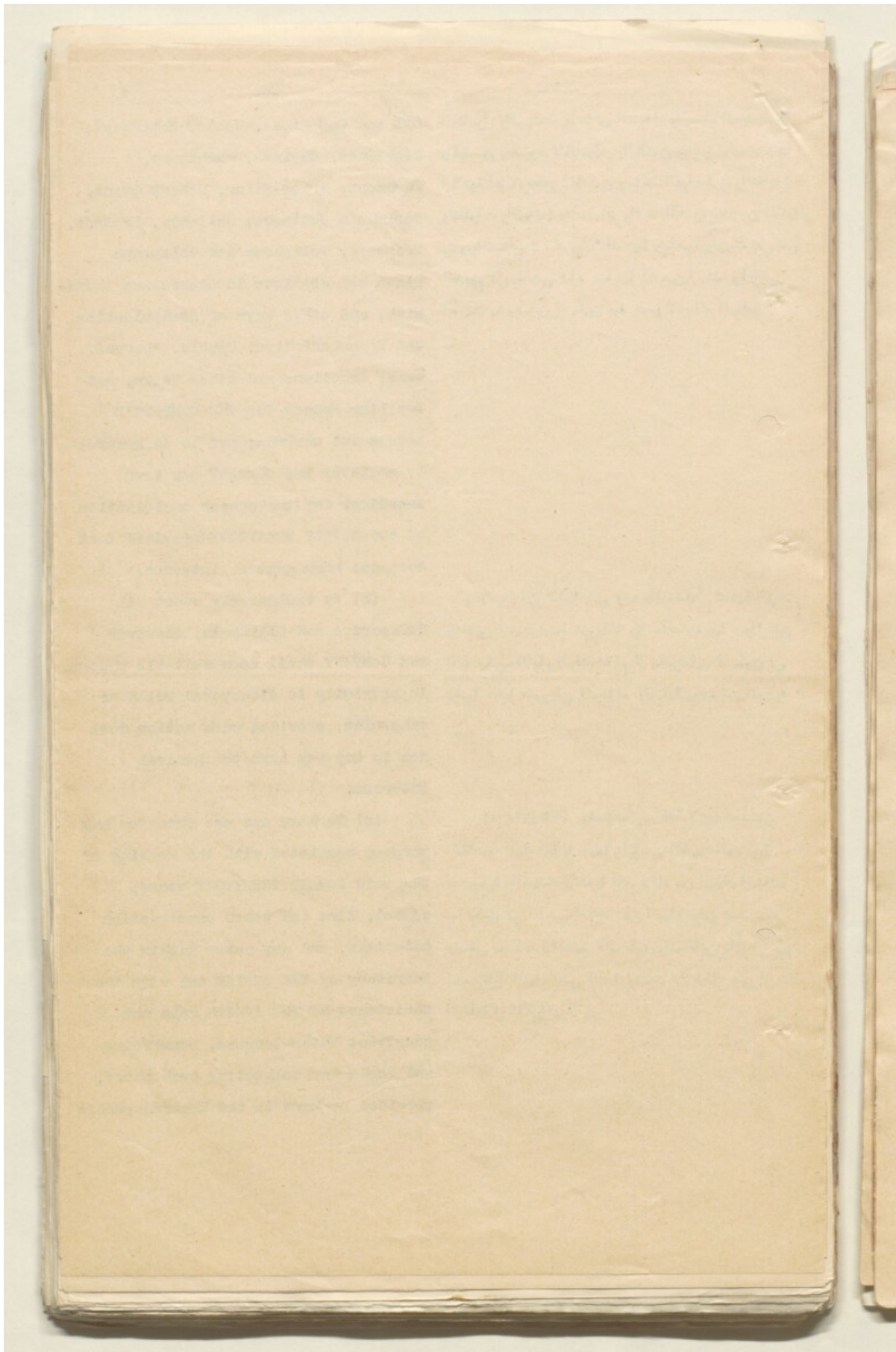
















- ٥ -

ان الشركة ملزمة في ايام السلم خلال مدة هذا  
الامتياز بان تقبل وتقبل على خطوطها البرقية  
برقيات حكومة الشيخ سواء كانت بالاحرف الصوية  
او بالاعتدانية وهي كذلك تسمح له بان يستعمل  
خطوطها التلفزيونية وله ايضا ان يستعمل سلكها  
الحديدية من اجل مصالحه الشخصية الخاصة في  
ايام السلم مدة هذا الامتياز ويستعملها بصورة  
مطلقة عندما تكون بلاده بحالة حرب .

ان الشيخ قد اعطى الشركة من غير عوض او  
بدل في الاراضي الكويت جميع الحقوق في سطحها  
وارفاقها التي تدرى لها لزوما لاى غرض من الاغراض  
الواردة في هذه ولكن اذا اردت الشركة ان تشغل  
الارض عليها تدرى او مساتين او آثار مياه خصوصية  
في اراضي الكويت فليس لها الشروع في التصرف فيها  
قبل ان تتخذ الترخيمات لذلك مع الشيخ ومع اسحابها  
بواسطته .

(٢) ان العماء والمباني التي تحتلها المها الشركة  
يجب ان تشأ خارج سور مدينة الكويت الحالي  
والشركة ان تبني وتوسع المرافق على طول سواحل  
الارض الكويت وان تشي وتبني المراسي واللات ريع

-5-

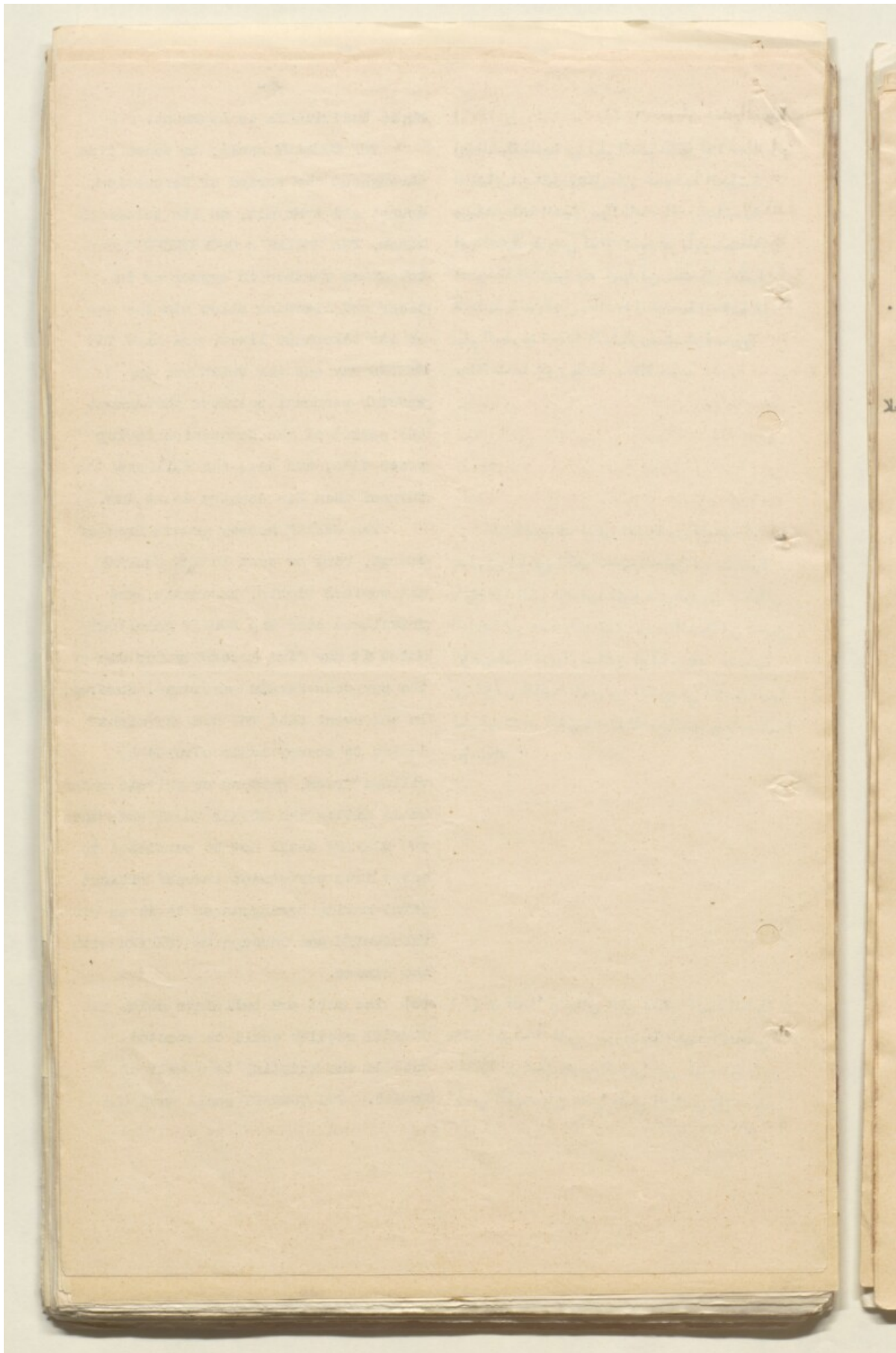
or to individuals is apparent.

THE COMPANY shall, in peace time throughout the period of Concession, accept and transmit, on its telegraph lines, THE SHEIKH'S GOVERNMENT'S telegrams whether in cypher or in clear and likewise allow him the use of its telephone lines, and also THE SHEIKH may use the railways, on special personal services throughout the period of the Concession during peace time, and have the full use thereof when His Country is at war.

THE SHEIKH hereby grants free of charge, rent or cost to THE COMPANY all surface rights, easements, and privileges over the KOWEIT TERRITORY which it may find necessary for any of the purposes herein mentioned. However, in the event that THE COMPANY might desire to occupy lands covered by village areas, gardens or private water wells within the KOWEIT TERRITORY, then THE COMPANY shall not be permitted to enter into possession thereof without first making arrangements to do so with THE SHEIKH and through THE SHEIKH with the owners.

(3) The port and buildings which THE COMPANY require shall be erected outside the existing town wall of Koweit. THE COMPANY shall have the







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الانتقال وان تستعمل مراكب الحفروان تمنح المواهب  
وتقيم المنارات وتعمل كل ما يكون لازما لجعل المرافئ  
صالحة لسير المواخير والجنايب ولتحميل وتفريغ النوت  
وستخراجاته والمكائن وغير ذلك من الاموال المائدة  
الى الشركة او المرسله اليها والشيخ يمسك الشركة  
الحق اللازم في سطح الارض من اجل المرافئ المذكورة  
ان ادارة الكمارك في المرافئ المقامة من قبل الشركة  
تكون بيد موظفي الكمارك المحليين التابعين للشيخ  
والشركة تتعهد ان تشي بناء واسما مناسباً ليكون محلاً  
للكمارك في كل نقطة من هذا القبل وبمنا مناسبة  
لممثل الشيخ الرسمي . وانما لنم اقامة حرس  
للمحافظة على اعمال الشركة (من ابار وغيرها) في  
الداخل او على طول خطوط الانابيب وغيرها من  
وسائل المواصلات الى البحر وتعمل الشركة ان تهيئ  
مباني مناسبة لهؤلاء الحراس على نفقتها .

ان علم الشيخ هو الذي يرفع وحده دون سواه  
في اراضي الكويت .

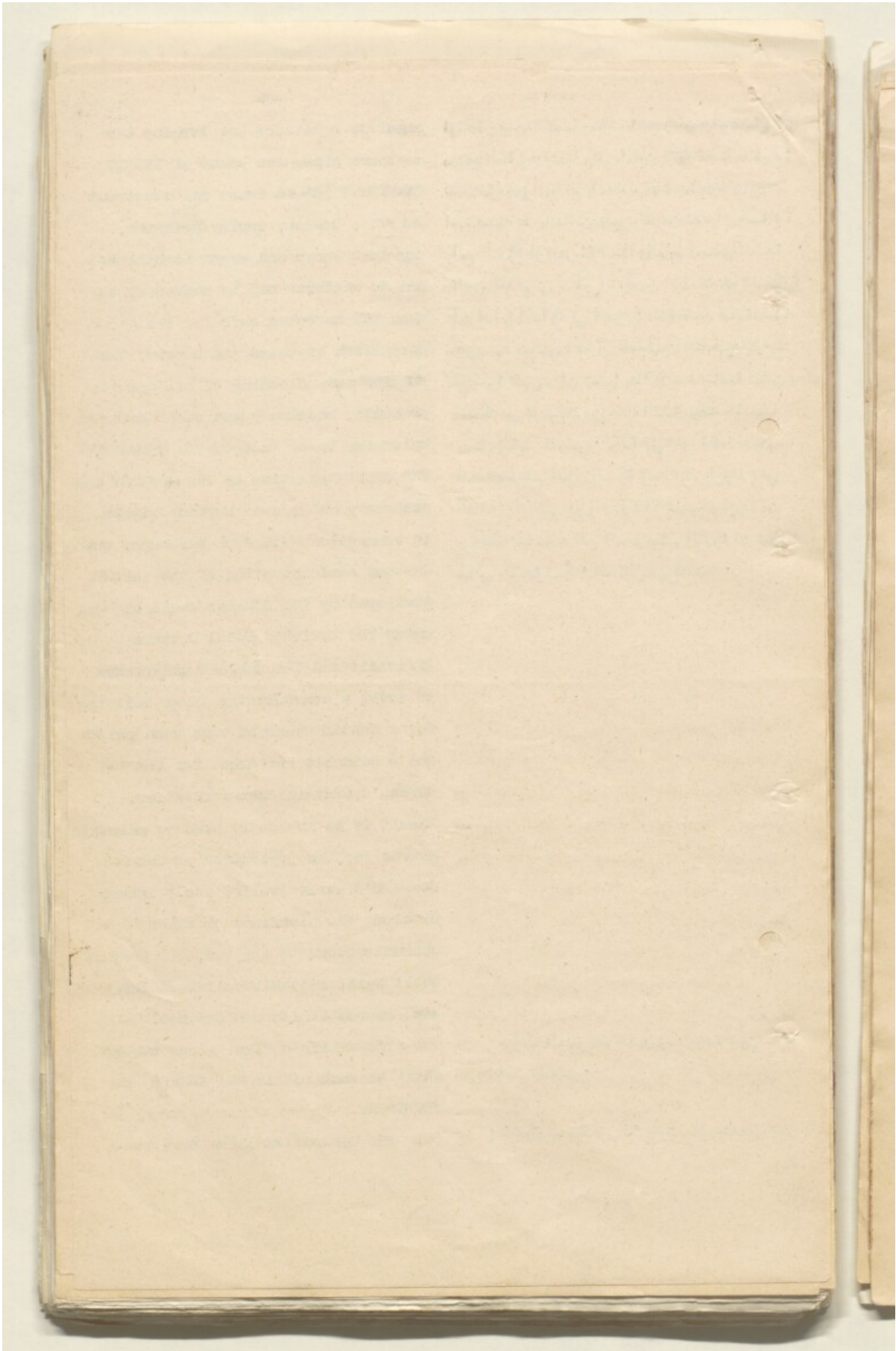
(٤) للشركة الحرية في بناء واستعمال وصمير خطا

right to construct and develop the  
harbours along the coast of KOWEIT  
TERRITORY and to erect and construct  
Wharves, Cranes, employ Dredgers,  
lay down Buoys and erect Lighthouses  
and do whatever may be necessary to  
make the harbours safe for the  
navigation of ships and barges, the  
loading and unloading of oil and its  
products, machinery and other goods  
belonging to or sent to THE COMPANY,  
THE SHEIKH granting to THE COMPANY the  
necessary and proper surface rights  
in connection with such harbours. The  
Customs Administration of the ports  
developed by THE COMPANY shall be  
under THE SHEIKH'S local Customs  
Officials and THE COMPANY undertakes  
to erect a conveniently large building  
for a Custom House at each such point  
and a suitable residence for THE  
SHEIKH'S Official Representative.  
Should it be necessary also to maintain  
guards for the protection of THE  
COMPANY'S works (wells, etc.) inland  
or along the pipelines or other  
communications to the sea, THE COMPANY  
shall build suitable buildings for  
such guards at its own expense.

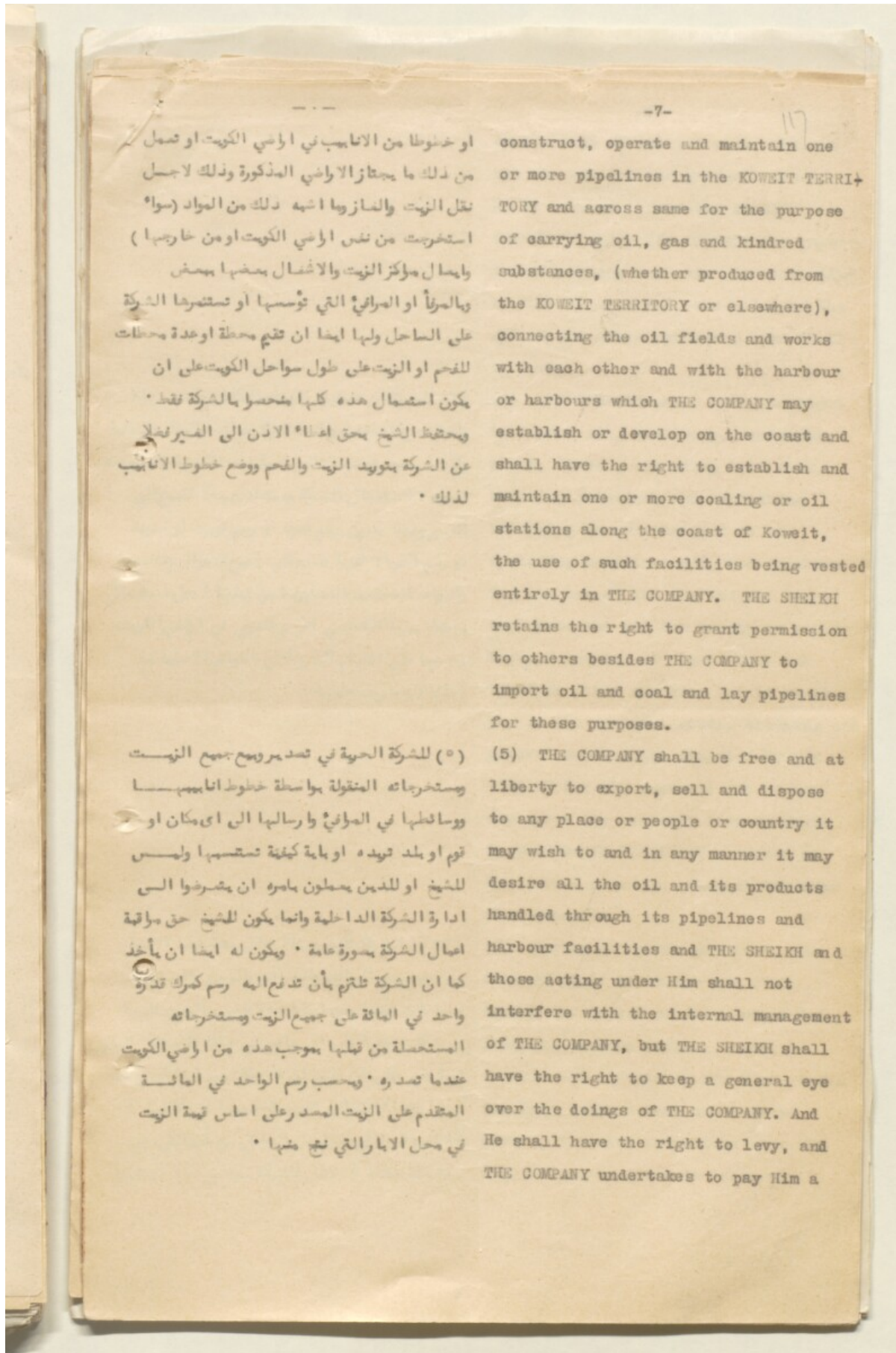
THE SHEIKH'S Flag and no other  
shall be used within the KOWEIT  
TERRITORY.

(4) THE COMPANY shall be free to







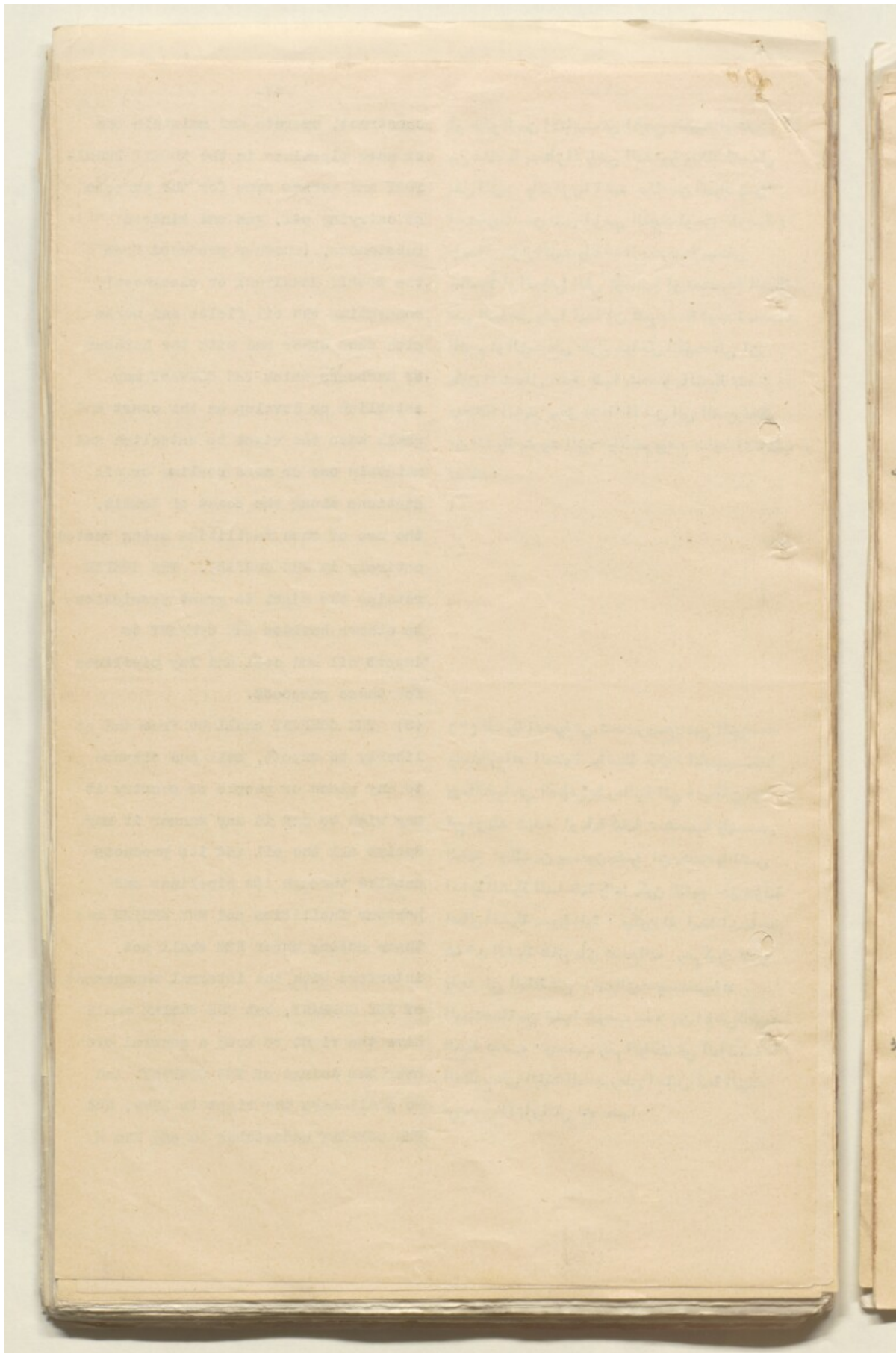


او خطوط من الانابيب في اراضي الكويت او تشمل  
من ذلك ما يمتلكه الاراضي المذكورة وذلك لاجل  
نقل النفط والغاز وما اشبه ذلك من المواد (سواء)  
استخرجت من نفس اراضي الكويت او من خارجها )  
وامثال مراكز النفط والاشغال بعضها ببعض  
وبالمزاد او المرافق التي تؤسسها او تستثمرها الشركة  
على الساحل ولها ايضا ان تقيم محطة او عدة محطات  
للنفط او النفط على طول سواحل الكويت على ان  
يكون استعمال هذه كلها منحسرا بالشركة فقط .  
ويحتفظ الشيخ بحق اعطاء الاذن الى الغير فضلا  
عن الشركة بتوريد النفط والنفط ووضع خطوط الانابيب  
لذلك .

(٥) للشركة الحية في تدبير جميع النفط  
وستخرجاته المتقولة بواسطة خطوط انابيبها  
ووسائلها في المرفئ وارسالها الى اي مكان او  
قوم او بلد تهده او بامانة كلفة تقسمها ولمس  
للشيخ او للذين يعملون بامره ان يشرفوا على  
ادارة الشركة الداخلية وانما يكون للشيخ حق مراقبة  
اعمال الشركة بصورة عامة . ويكون له ايضا ان يأخذ  
كما ان الشركة تلزم بأن تدفع اليه رسم كمرق تدرة  
واحد في المائة على جميع النفط وستخرجاته  
المستحقة من قبلها بموجب هذه من اراضي الكويت  
عندما تدرة . وحسب رسم الواحد في المائة  
المقدم على النفط المدبر على اساس قيمة النفط  
في محل الابار التي نبع منها .

construct, operate and maintain one  
or more pipelines in the KOWEIT TERRI-  
TORY and across same for the purpose  
of carrying oil, gas and kindred  
substances, (whether produced from  
the KOWEIT TERRITORY or elsewhere),  
connecting the oil fields and works  
with each other and with the harbour  
or harbours which THE COMPANY may  
establish or develop on the coast and  
shall have the right to establish and  
maintain one or more coaling or oil  
stations along the coast of Koweit,  
the use of such facilities being vested  
entirely in THE COMPANY. THE SHEIKH  
retains the right to grant permission  
to others besides THE COMPANY to  
import oil and coal and lay pipelines  
for these purposes.

(5) THE COMPANY shall be free and at  
liberty to export, sell and dispose  
to any place or people or country it  
may wish to and in any manner it may  
desire all the oil and its products  
handled through its pipelines and  
harbour facilities and THE SHEIKH and  
those acting under Him shall not  
interfere with the internal management  
of THE COMPANY, but THE SHEIKH shall  
have the right to keep a general eye  
over the doings of THE COMPANY. And  
He shall have the right to levy, and  
THE COMPANY undertakes to pay Him a







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custom duty of one per cent. (1%) on all the oil and its products produced by it hereunder from the KOWEIT TERRITORY which THE COMPANY may export. In calculating such one per cent. (1%) on the oil exported, the value of the oil at the wells producing same shall be used.

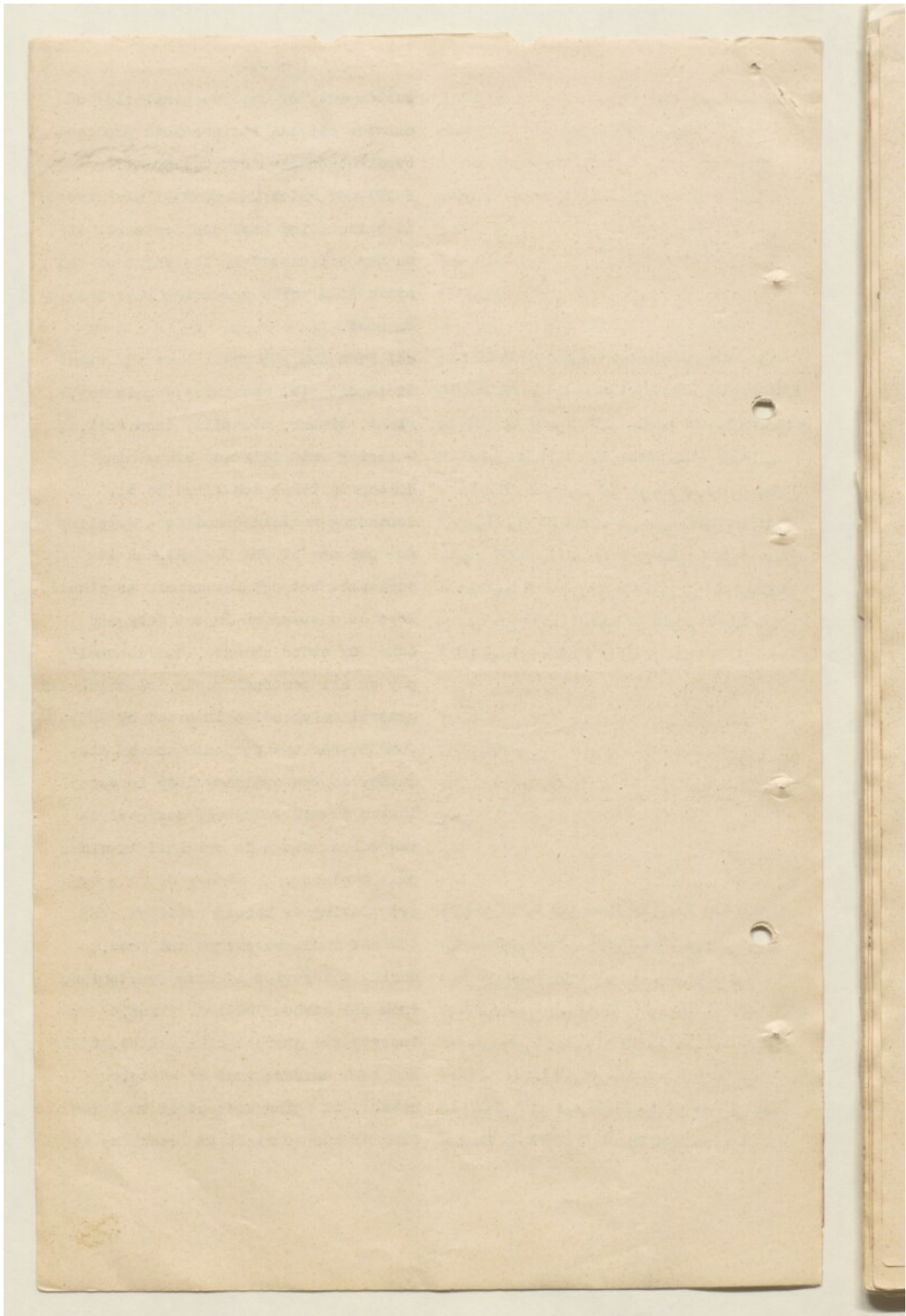
(6) THE COMPANY shall have the right to import oil, machinery, equipment, plant, timber, utensils, iron work, building materials and everything belonging to or consigned to it, including medicines and food supplies for the use of THE COMPANY and its employees but not for resale to others, free of customs or import duty and taxes or other charges, but it shall pay on all personal goods, clothing and general merchandise imported by THE COMPANY for the personal use of its employees the ordinary duty in vogue in the KOWEIT TERRITORY computed on the values shown in original invoices plus expenses.

(٦) للشركة ان تستورد النفط والمكانن والتجهيزات والالات والاخشاب والامثلة والحدائد والمواد البنائية وكل ما يمسود او يرسل اليها بما فيه الادوية والماكولات المدة لاستعمال الشركة ويستخدمها لا للمبيع الى الغير وذلك بدون رسم كمر ك او رسم توريد او ضريبة او رسم آخر الا انها تدفع على جميع الاموال والامثلة والمواد الشخصية المستوردة من قبلها لاجل استعمال مستخدميها الشخصي الرسم العربي في اراضي الكويت محسوبا على الاقيم الواردة في القوائم الاسمية مع اضافة المصاريف عليها .

(7) Saving as herein provided, THE COMPANY shall be exempt and free, during the period of this Concession, from all harbour duties, taxes, imposts and charges of any kind, tolls and land surface rent of whatever nature, it being understood that THE COMPANY has no right to lease any

(٧) ان الشركة تكون ممتانة خلال مدة هذا الامتياز من جميع رسوم الموانئ والضرائب والرسوم والمعدنوتات مهما كان نوعها ومن اجارات الاراضي والرسوم عليها مهما كان نوعها على ان ملحق في ذلك الاستثناء الوارد فيما يلي وعلى ان يفهم ان الشركة ليس لها ان تبيع احدًا من الابنية الى غير مستخدميها او وكلائها . اما المركبات التي تشمل المراكب من غير التي هي مستعملة خاصة لاشغال الشركة بموجب هذه المفاوضة







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لاجل الترخيد او التصدير فان للشهخ ان يأخذ  
عليها الرسوم والضرائب المستطاة للمواني ويستوفى  
ذلك منها لا من الشركة على ان يفهم ان المراني  
ولوازمها المنشأة من قبل الشركة هي عائدة لها  
وحدها مدة هذا الامتياز ولا يجوز استعمالها في  
المدة المذكورة من قبل غير المراكب الائمة من اجل  
اعمال الشركة الا بأذن خطي من الشركة .

(٨) ان ملكية هذا الامتياز يجوز نقلها كما ان  
حقونه يجوز بيعها الى شركة اخرى ويشهد  
الشهخ ان مصادق على هكذا تحويل متى طلب  
عليه ذلك على ان لا يقلل ذلك شيئا من الحقوق  
والامتيازات والمنافع المائدة للشهخ بموجب هذه  
و على شرط .

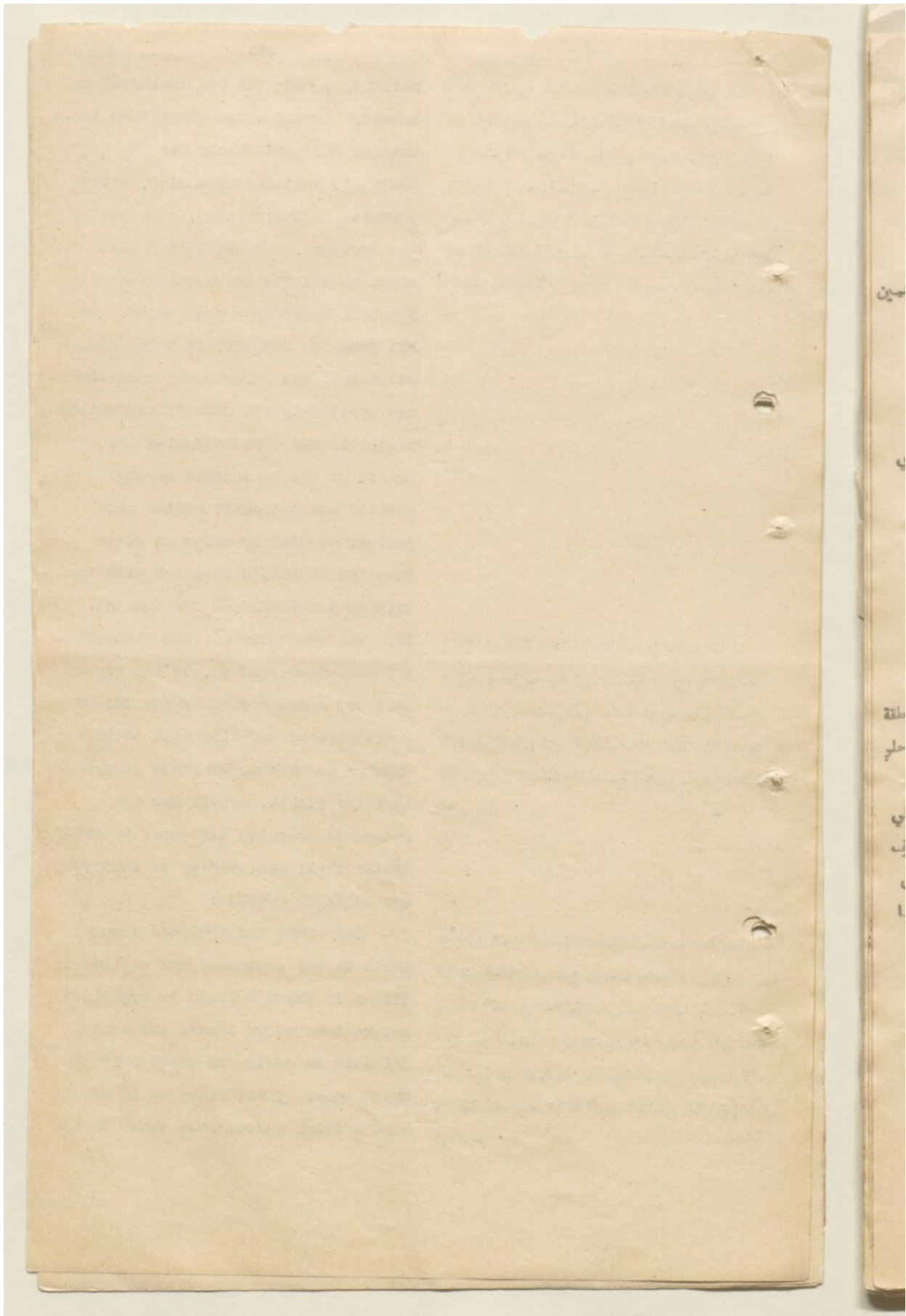
(أ) ان تكون الشركة المحول اليها مؤسسة ومستقلة  
اما في انكلترة او تكون مؤسسة ومستقلة في كندا  
ولها دالها في انكلترة مركز يكون دائما بمسجد  
احد من الرأيا البريطانيين الذي يكون الواسطة  
المستورة للمخامرة بين الشركة المحول اليها  
وحكومة صاحب الجلالة البريطانية في انكلترة وشمال  
ارلانده .

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building to any but its employees and  
agents. Should ships other than those  
engaged and used solely for THE  
COMPANY'S business hereunder, either  
bringing or taking away, make use of  
the harbours, THE SHEIKH has the  
right to collect the usual harbour  
dues and taxes from such ships, and  
not from THE COMPANY, it being under-  
stood that the wharves and appurtenan-  
ces erected by THE COMPANY are solely  
vested in THE COMPANY during the  
period of the Concession hereby  
granted and can only, during such  
period, be used by ships on other  
than THE COMPANY'S business with the  
written permission of THE COMPANY.

(8) The ownership of this Concession  
may be transferred to, or the rights  
sold to, another company and THE SHEIKH  
undertakes to sanction such transfer  
when so requested, PROVIDED always  
that the rights, privileges and  
interests accruing hereunder to THE  
SHEIKH shall not thereby be lessened,  
and PROVIDED FURTHER:

(a) That the assignee company  
shall be one organized and registered  
either in Great Britain or organized  
and registered in Canada and shall  
maintain an office in Great Britain  
which shall at all times be in charge  
of a British subject who shall be the









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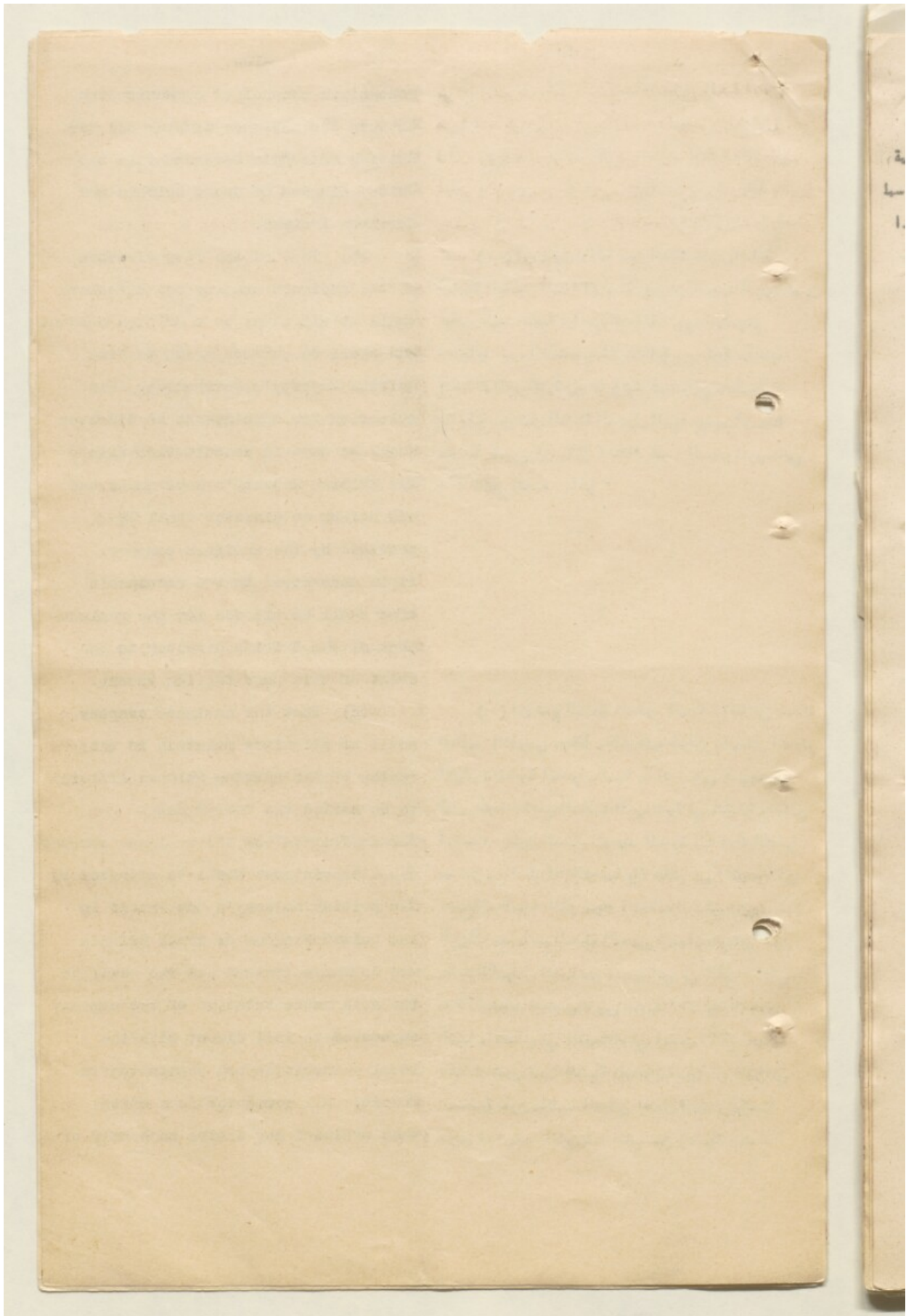
recognized channel of communication between the assignee company and His British Majesty's Government in the United Kingdom of Great Britain and Northern Ireland.

(ب) ان يكون دائما بين اعضاء مجلس ادارة الشركة المحول اليها الخمسة عضو من الرعايا البريطانيين توافق عليه حكومة صاحب الجلالة البريطانية ويتم اختياره لهذا المنصب بالاستشارة مع حكومة صاحب الجلالة البريطانية ويدفع راتبه كمضوئي مجلس الادارة من قبل الشركة المحول اليها ولهم ان وقتا مناسباً يمتنع ان يترك لانتقاء خلف المضو البريطاني اذا أصبح منصبه شاغراً .

(b) That of the five directors of the assignee company one director shall at all times be a British subject who shall be persona grata to His British Majesty's Government. His selection for appointment as director shall be made in consultation with His British Majesty's Government and his salary as director shall be provided by the assignee company. It is understood that a reasonable time shall be allowed for the replacement of the British director in the event of this post falling vacant.

(ج) ان تقيم الشركة المحول اليها دائماً في منطقة الخليج الفارسي موظفاً مطلق عليه عنوان «الممثل المحلي الاول» للشركة المحول اليها يصادق على تسميته من قبل حكومة صاحب الجلالة البريطانية في انكلترا وشمال ايرلند ويكون الممثل الوحيد للشركة الذي له التصرف مباشرة مع السلطات المحلية والاهالي في الكويت . ان جميع المخاضرات التي يريد الموظف المذكوران إرسالها الى الشيخ باسم الشركة المحول اليها يجب ان يحون بواسطة الوكيل السياسي البريطاني في الكويت . وفي مدة السنوات الخمس الاولى من بدء الشركة المحول اليها بالاعمال في الكويت او في امة مدة اقل من ذلك تشغل فيها الشركة المحول اليها في الاراضي المذكورة يكون ممثلها المحلي الاول المصير لرائدك هولمز اذا بقيت الترتيبات التي بين الشركة وبينه

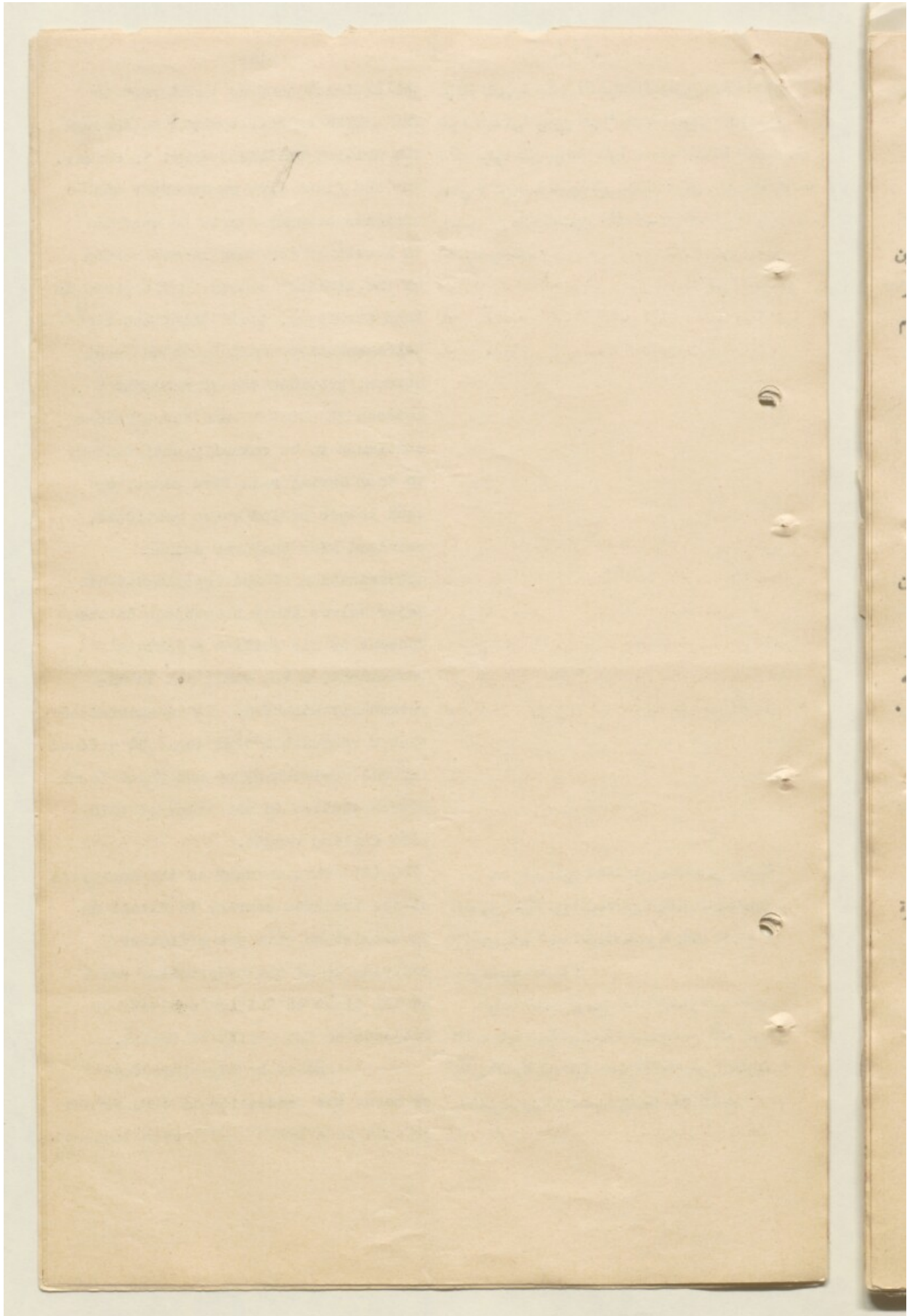
(c) That the assignee company shall at all times maintain in the region of the Persian Gulf an official to be called the "CHIEF LOCAL REPRESENTATIVE" of the assignee company whose appointment shall be approved by His British Majesty's Government in the United Kingdom of Great Britain and Northern Ireland and who shall be the sole representative of the company empowered to deal direct with the local authorities and population in Kuwait. All communications which that official may desire on behalf of













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will then become null and void, and THE COMPANY shall leave all the immovable property and wells intact and they will be the property of the SHEIKH.

(٩) ان مثلي الشركة في اراضي الكويت يكونون مسؤولين من التمرسات المحلية الا باذن الشركة وفي الامور الراجعة اليهم التي لا مساس لرعايا الشيخ فيها انهم يكونون مسؤولين عن سلوكهم لمجلس ادارة الشركة \*

(9) THE COMPANY'S representatives in the KOWEIT TERRITORY shall be immune from local interference except with the leave of THE COMPANY and (in matters concerning themselves but not where the Subjects of THE SHEIKH are concerned) shall be responsible for their conduct to THE COMPANY'S Board of Directors.

(١٠) ان الشركة بمد شرعها باعمالها في اراضي الكويت اذا وقعت بمسرة متوالية مدة سنتين شمسيتين بدون عذر ناشي من القدر السطوي او الحرب او الحريق او الظلم او الماعقة او غير ذلك من الامور التي هي فوق ضبط البشر فيكون للشيخ ان يفسخ هذه العقولة ولا يكون من ذلك مسؤولية على احد الفريقين \*

(10) If after commencing its operations in the KOWEIT TERRITORY, THE COMPANY for any reason other than THE ACT OF GOD, or War, Fire, Flood or Lightning or some other thing beyond Human Control, should discontinue the same for a continuous period of TWO CALENDAR YEARS (2 years) THE SHEIKH shall have the right to cancel THE AGREEMENT and no responsibility shall attach to either party.

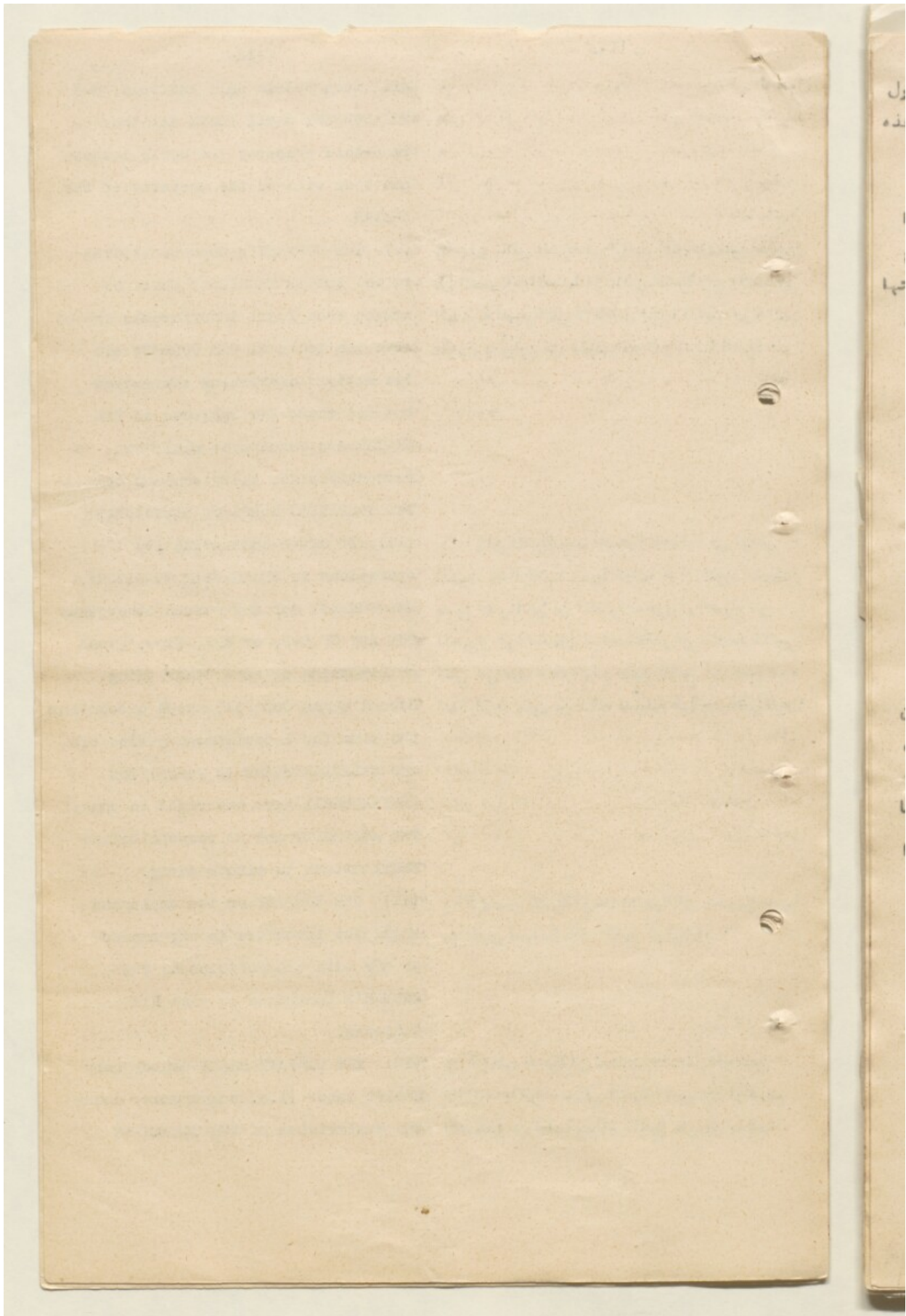
(١١) ليس للشركة او مستخدميها ان يتصرفوا بمسرة من الصور لمساواة بلاد الشيخ او لرعاياه \*

(11) THE COMPANY or its employees shall not interfere in any manner or way with the Politics of THE SHEIKH'S Dominions or with His Subjects.

(١٢) على الشركة ان تستخدم المال الوطني فقط تحت اشراف موظفي الشركة الاوروبيين او غيرهم المسمين من قبلها ويوافق الشيخ على ان يساعد

(12) THE COMPANY shall employ only native labor (i.e. countrymen) under the supervision of THE COMPANY'S









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بواسطة امرائه وغيرهم من وكلائه المحليين في الحصول على العمال الوطنيين الذين تحتاج اليهم الشركة وهذه من جهتها تتعهد ان تستعمل بصورة كلية العمال الوطنيين غير الفنيين الذين يستطيعون على رأبها القيام باعمالهم وذلك بقدر ما يراد منهم لاحتياجاتها وللشركة الحق بان تجلب العمال الفنيين من الخارج اذا كان الصرور من الوطنيين منهم لا يسد احتياجاتها او لا يصلح لها ولها ايضا الحق ان تجلب دائما من الخارج العمال الفنيين على اختلاف انواعهم على ان تراعى في كل ذلك الفقرة (د) من المادة الثامنة الختمة .

(١٢) على الشركة ان تدفع للعمال الوطنيين الذين تستخدمهم اجورا مستقلة تقرر وتبين من قبل مثل الشركة عندما يجرى العامل وعلى الشركة ان تجهز المباشرة الطبية والادوية الى عمالها الوطنيين مجاناً في الاماكن التي يمكن ذلك فيها وذلك خلال مفاهم في خدشها .

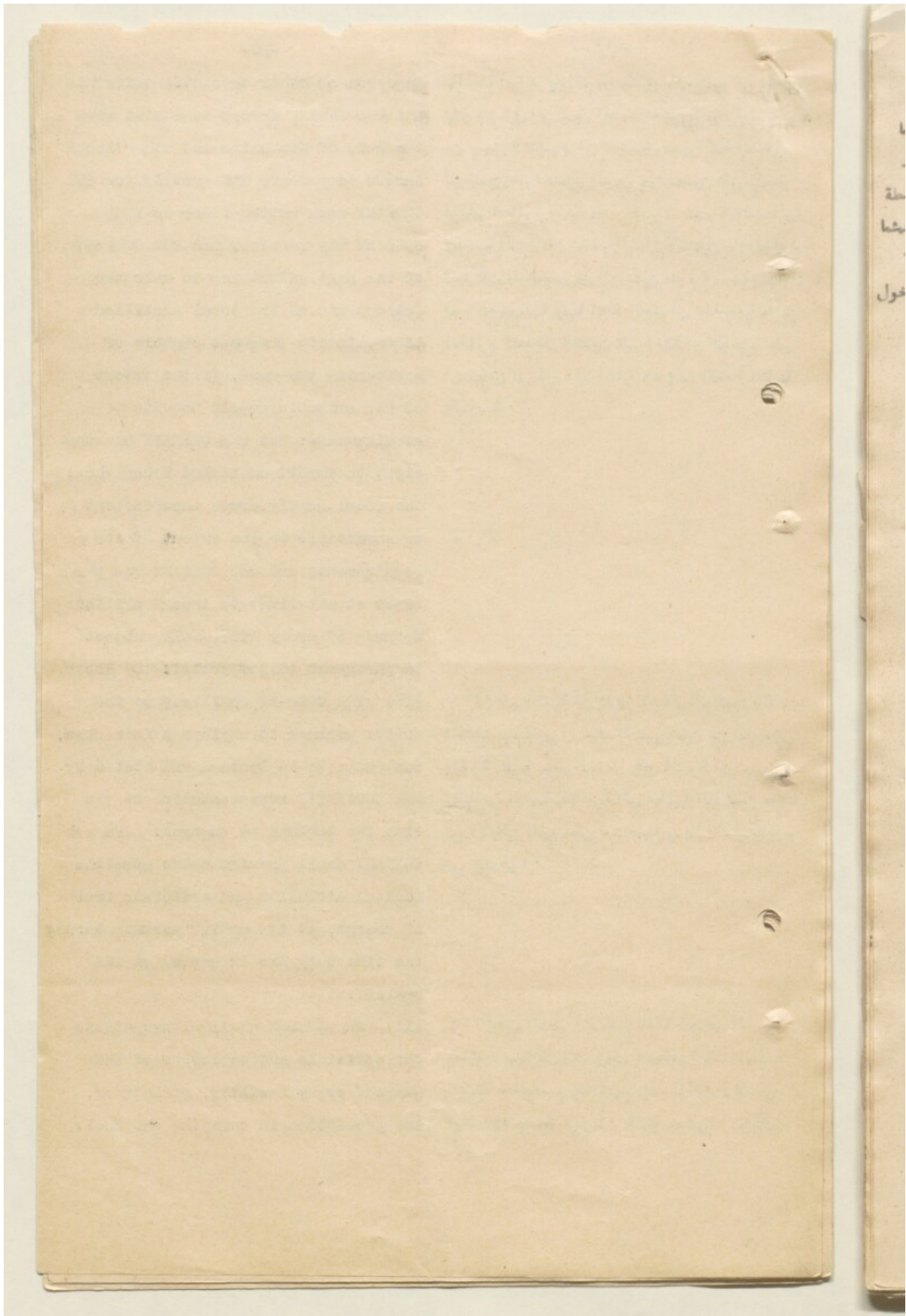
(١٤) على الشيخ ان يقدم دائما لموظفي الشركة ومستخدميها كل التسهيل والمساعدة والحماية لتنفيذ مشاريعهم وخططهم بقدر ما يكون ذلك في استطاعته ويسمح لهم بأن ينقبوا ويحفروا الارض في

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European or other appointed officials and THE SHEIKH agrees to assist with the help of His Amire and other local Agents to procure and provide for THE COMPANY such native labor as THE COMPANY may require, and THE COMPANY on its part undertakes to make the fullest use of the local unskilled labor, in its judgment capable of performing the work, to the extent of the suitable supply for its requirements: but THE COMPANY has the right to import unskilled labor should the local supply prove insufficient or unsuitable to the extent of its requirements and THE COMPANY has the right at all times to import skilled workmen of every kind, - all subject to paragraph (d) of Article (8) above.

(13) THE COMPANY shall pay to the native workmen it employs a fair wage, such wage to be decided and stated by THE COMPANY'S representative at the time the workman is engaged. THE COMPANY shall provide where possible medical attention and medicines free of charge, to its native workmen during the time they are in employ of THE COMPANY.

(14) THE SHEIKH shall always afford the officials and employees of THE COMPANY every facility, assistance, and protection in carrying out their







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اراضي الكويت (باستثناء الجاني المقدسة والمزارات  
والمقابر وما هو داخل سور مدينة الكويت الحالي) اينما  
يكون لهم امل مقبول في استكشاف واستحصال النفط  
او ما اشبهه من المنتجات والشركة لها الحرية مواصلة  
موظفيها في ترك التنقيب في اية جهة او مزارعها وحسبما  
يرون من المناسب اجرا ذلك على ان هذه المادة لا  
تجصل للشركة او من يقوم مقامها او وكلائها حق الدخول  
الى الاملاك الخاصة بمدون موافقة الشيخ او المشعل  
المعين من قبله .

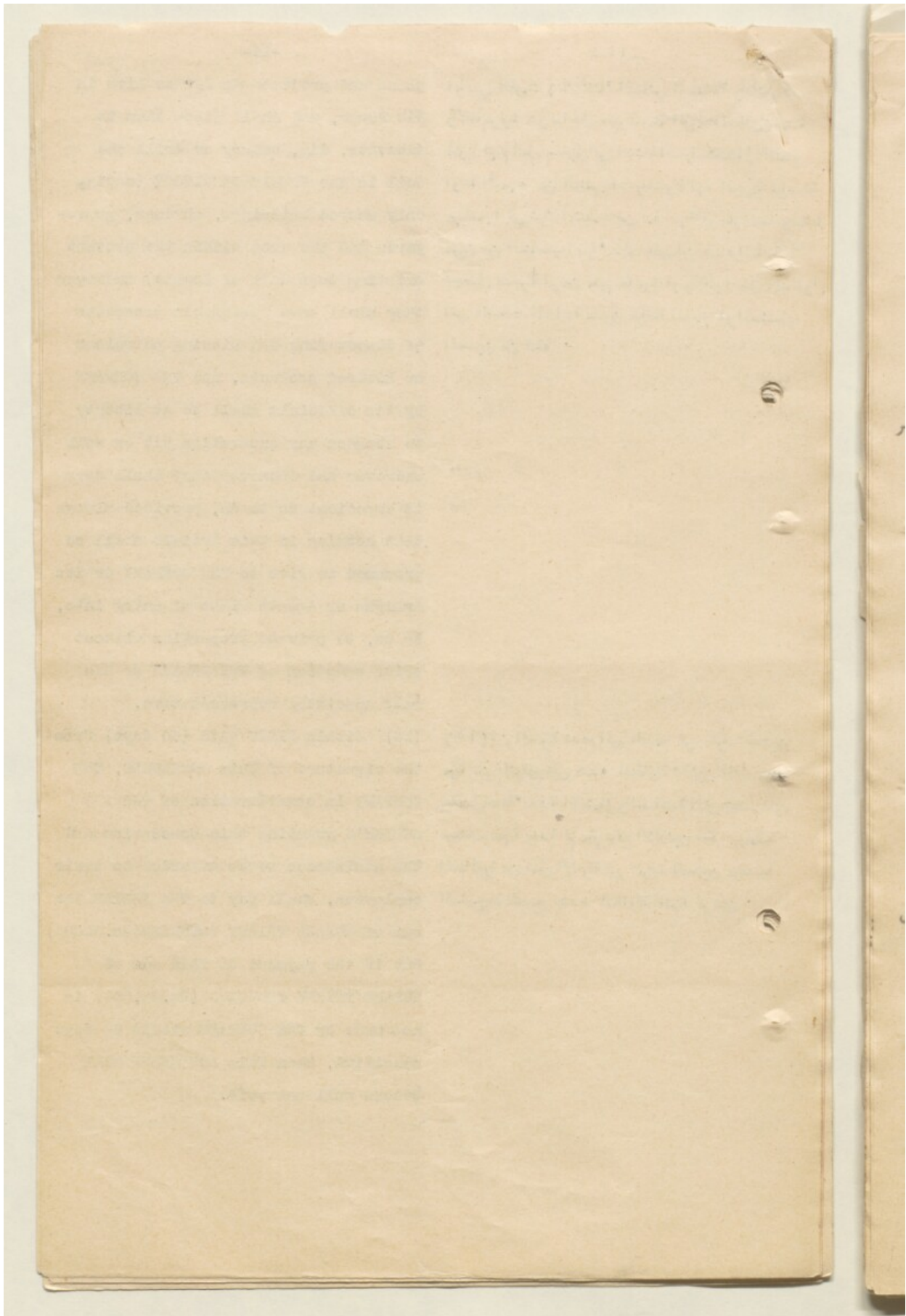
(١٥) ان الشركة تدفع الى الشيخ في ظرف مئتين  
يوما من التوقيع على هذه المقالة ثلاثين الف روبية  
مقابل اعطاء هذا الامتياز والمساعدة التي تقدم الى  
مستخدميها واذا لم يتم دفع الثلاثين الف روبية  
المذكورة من قبل الشركة في ظرف المئتين يوما  
المشروطة فتصبح هذه المقالة كأنها لم تكن .

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plans and projects as far as lies in  
His Power, and shall allow them to  
excavate, dig, quarry or drill the  
Soil in the KOWEIT TERRITORY (saving  
only sacred buildings, shrines, grave-  
yards and the area within the present  
existing town wall of Koweit) wherever  
they shall have reasonable prospects  
of discovering and winning petroleum  
or kindred products, and THE COMPANY  
by its officials shall be at liberty  
to abandon any excavation pit or well  
wherever and whenever they shall deem  
it expedient so to do, provided always  
that nothing in this article shall be  
presumed to give to THE COMPANY or its  
Assigns or Agents right of entry into,  
or on, to private properties without  
prior sanction of THE SHEIKH or His  
duly appointed representative.

(15) Within SIXTY DAYS (60 days) from  
the signature of This AGREEMENT, THE  
COMPANY in consideration of THE  
SHEIKH'S granting this Concession and  
the assistance to be afforded to their  
employees, shall pay to THE SHEIKH the  
sum of RUPEES THIRTY THOUSAND (Rs.30000)  
But if the payment of this sum of  
RUPEES THIRTY THOUSAND (Rs.30,000) is  
not made by THE COMPANY within 60 days  
specified, then This AGREEMENT will  
become null and void.







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وبعد دفع الثلاثين الف روبية المتقدمة ان  
الشركة تدفع الى الشيخ كلما مر عام على تأريخ  
التوقيع على هذه القاولة مئلتا قدره عشرين الف  
روبية \*

ويستمر دفع العشرين الف روبية السنوية بدون  
انقطاع اشغلت الشركة ام لم تشغل الى ان تخرج  
الشركة بأن الزيت قد وجد في اراضي الكويت بمقادير  
تصلح للاستثمار التجاري حينئذ ينقطع هذا الدفع  
السني عند انشائها تلك السنة التي قد حصل ذلك  
فيها وتم الدفع من اجلها \*

(16) اذا وجدت الشركة من الزيت بمقادير تصلح  
للاستثمار التجاري فانها تدفع للشيخ عوضا عن  
الدفع السنوي البالغ عشرين الف روبية المذكور  
في المادة الخامسة عشرة رسما اميريا قدره ثلاث  
روبيات وثمانين انات عن كل طن انكليزي من الزيت  
الغام الخالص المستعمل والحز (اي بعد  
تفريق الماء المواد الاجنبية والزيت اللازم للاعمال  
الاحتياطية لانشآت الشركة في اراضي الشيخ

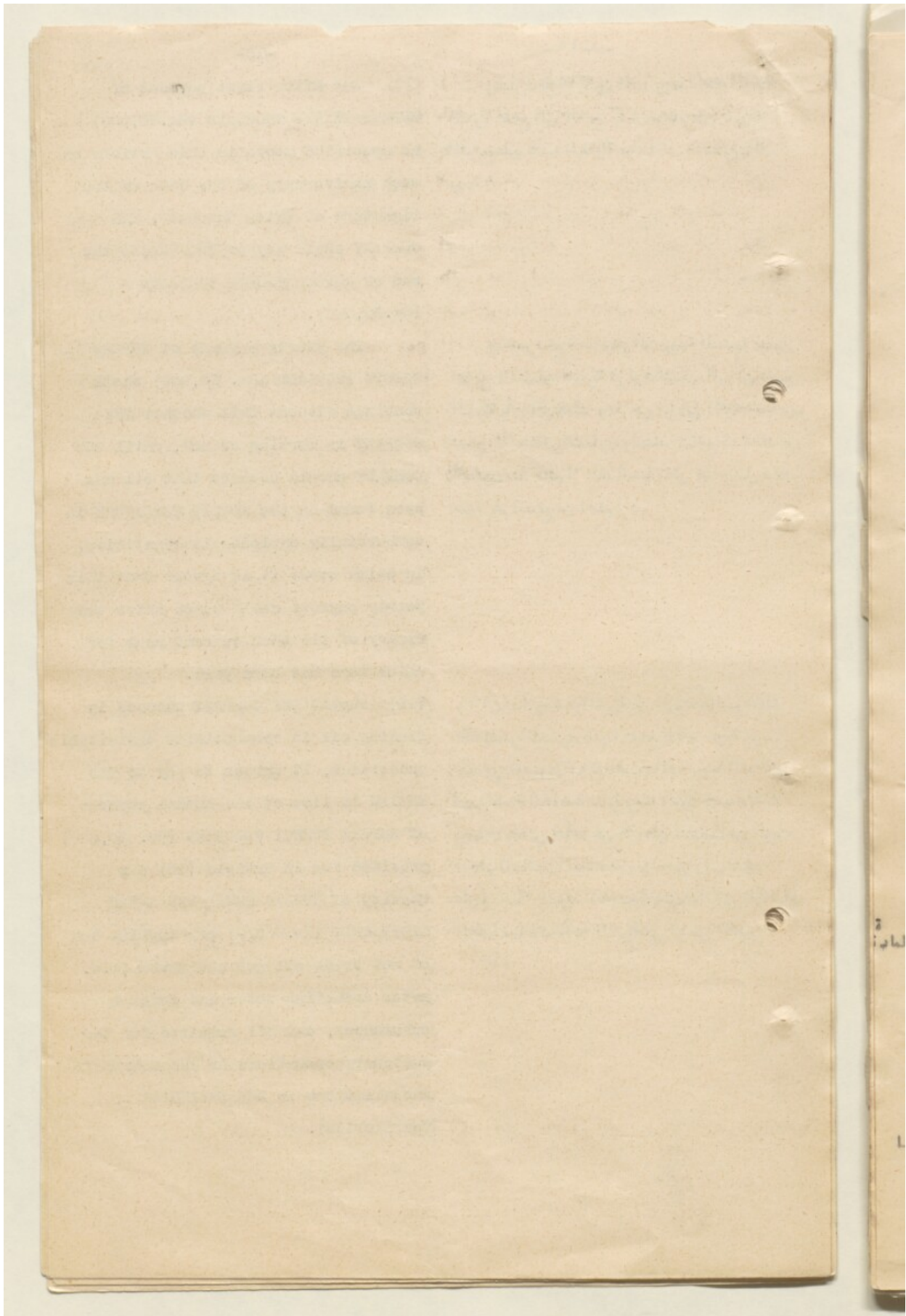
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And after first payment of  
RUPEES THIRTY THOUSAND (Rs.30,000)  
as specified above in this article on  
each anniversary of the date of the  
signature of This AGREEMENT, THE  
COMPANY shall pay to THE SHEIKH the  
sum of RUPEES TWENTY THOUSAND  
(Rs.20,000).

The yearly payment of RUPEES  
TWENTY THOUSAND (Rs. 20,000) shall  
continue without fail whether THE  
COMPANY is working or not, until THE  
COMPANY should declare that oil has  
been found on the KOWEIT TERRITORY in  
commercially exploitable quantities,  
in which event it is agreed that this  
yearly payment shall cease after the  
expiry of the then current year for  
which same has been paid.

(16) Should THE COMPANY succeed in  
finding oil in commercially exploitable  
quantities, it agrees to pay to THE  
SHEIKH in lieu of the annual payment  
of RUPEES TWENTY THOUSAND (Rs. 20,000)  
provided for in Article (15) a x  
royalty of RUPEES THREE AND ANNAS  
EIGHT ONLY (Rs.3/8/-) per English ton  
of net crude oil got and saved (i.e.  
after deducting water and foreign  
substances, and oil required for the  
customary operations of THE COMPANY'S  
installations in THE SHEIKH'S  
Territories).









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(١٧) ان الشركة تتعهد ان لا يقل المبلغ الذي يتقاضيه الشيخ من الرسم الاميري عن ستمين الف روبية في كل سنة شمسية كاملة تستمر الشركة فيها على اشغالها وحسب السنة الشمسية اعتبارا من نهاية اليوم الاخير من السنة التي قد دفع من اجلها المدفوع السنوي البالغ عشرين الف روبية والرسم الاسيري الذي يرجع الى الشيخ انما يستحق على الزمت المستحصل بمد اليوم المذكور \* واذا ابدى الشيخ بمد استشارة الوكيل السياسي في الخليج الفارسي اعتراضا على قرار الشركة بشأن الاستشعار التجاري تتعهد الشركة تكون مستعدة لمعرض الامر للتحكيم كما جاء في المادة الحادية والعشرين الالية \*

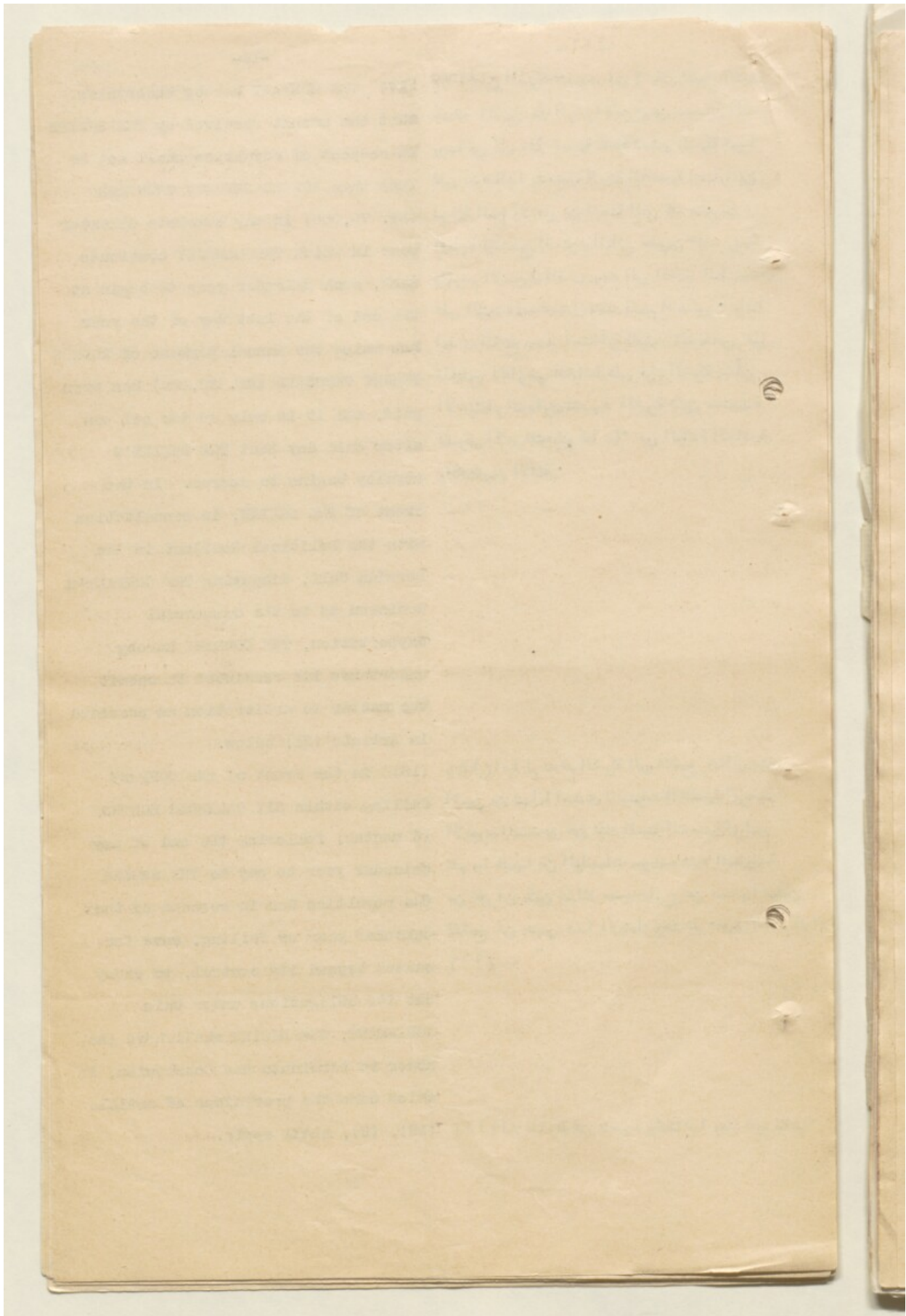
(١٨) اذا لم تدفع الشركة الى الشيخ خلال ستة اشهر من نهاية احدى السنوات الشمسية الرسم الاميري المستحق عن تلك السنة الشمسية اولم تقم بما عليها من الواجبات بموجب هذه العقاولات من غير ان يكون لذلك سبب خارج عن ضبطها فيكون للشيخ ان ينهي هذا الامتياز ويحدد تطبيق احكام المادة (١٩) ب

(١٩) ان الشركة عن نفسها وخلفائها ومن يقوم مقامها

-16-

(17) THE COMPANY hereby undertakes that the amount received by THE SHEIKH in respect of royalties shall not be less than RUPEES SEVENTY THOUSAND (Rs. 70,000) in any complete calendar year in which THE COMPANY continues work, such calendar year to begin at the end of the last day of the year for which the annual payment of RUPEES TWENTY THOUSAND (Rs. 20,000) has been paid, and it is only on the oil won after said day that THE SHEIKH'S royalty begins to accrue. In the event of THE SHEIKH, in consultation with the Political Resident in the Persian Gulf, disputing THE COMPANY'S decision as to the commercial exploitation, THE COMPANY hereby undertakes its readiness to submit the matter to arbitration as provided in Article (21) below.

(18) In the event of THE COMPANY failing within SIX CALENDAR MONTHS (6 months) following the end of any calendar year to pay to THE SHEIKH the royalties due in respect of that calendar year or failing, save for causes beyond its control, to carry out its obligations under this AGREEMENT, THE SHEIKH shall have the power to terminate the Concession, in which case the provisions of Article (19), (b), shall apply.







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تشهد مع الشيخ بما يأتي :-

-17-

(19) THE COMPANY for itself, Successors and Assigns hereby covenants with THE SHEIKH in a manner following:

(أ) ان تدفع الرسوم وسائر الدفعات الواجبة

حسب هذا المقد في الوقت وبالكيفية المسمنة لها  
وان تراعى الاحكام الواردة في هذه .

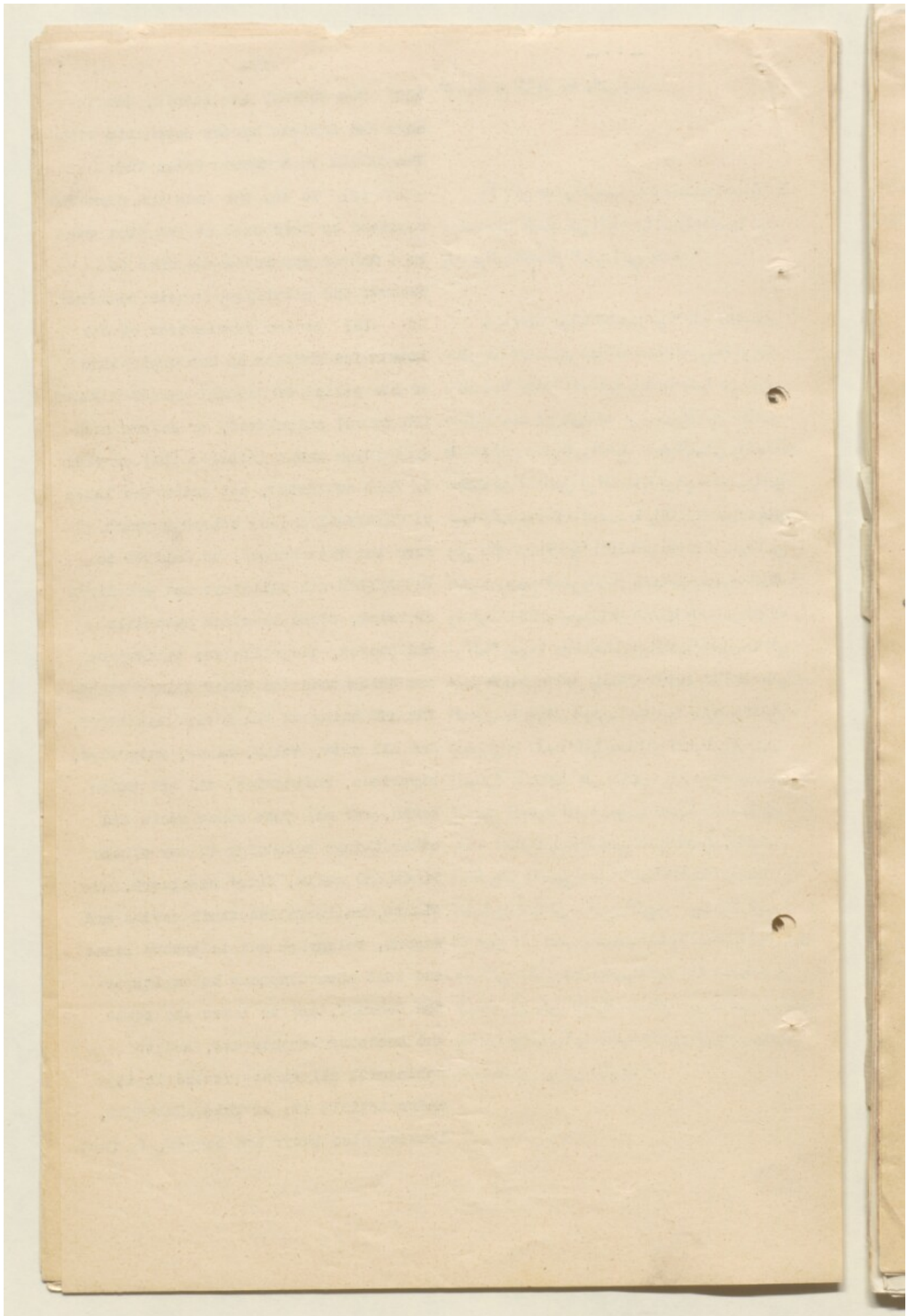
(a) To pay the fees and payments required by this DEED at the time and in a manner appointed and also to observe the provisions herein contained.

(ب) عند نهاية الاختيار اذا كان ذلك عند

ختام مدة السمين سنة الشمسية المشروطة او قبل ذلك طبقا للمادة العاشرة والثانية عشرة من هذه  
المقالة بعد ان يكون قد مر خمس وثلاثين سنة من تأريخه ان تحمل الى الشيخ جميع الطاني والانشآت  
المكونة من الطابق او الحجارة او غير ذلك من المواد  
مهما كانت والسكك الحديدية والتلفراف والتلفونات  
وغير ذلك من الاشياء الثابتة او الكائنة في اراضي  
الكويت وجميع الحفر والامبار والناجم ومجاري المياه  
وخطوط الانابيب ومساكن التصفية واحواض الزيت  
او العا\* وغيرها من الاعمال او الاشياء الراجعة الى  
احد الناجم والامبار والكائن الثابتة والآلات والسكك  
الحديدية وهرباتها وغرفها وخطوط البرق والتلفين  
وتجهيزات المعين\* الراجعة الى الشركة وان تترك  
العوائق والمراعي على حالتها وان تسقط جميع  
الحقوق المخولة لها بموجب المادة السابعة من  
هذه المقالة مع ترك جميع المصاومات والبنائيب  
ايضا وعلى المسموع جميع الاشياء الثابتة الراجعة  
اليها والكائنة في اراضي الكويت . ويشترط ان  
الاختيار اذا انتهى بموجب المادة العاشرة او اثنى  
عشرة في خلال مدة خمس وثلاثين سنة شمسية من  
تأريخه ان يكون للشركة حق قلع جميع مكاشها ومساكنها  
والاشياء وادواتها واشيائها الاخرى المتقدم بمكانها  
واخذها من اراضي الكويت .

(b) At the termination of the Concession whether by the expiration of its period of SEVENTY CALENDAR YEARS (70 Years) stipulated, or before such expiration under Articles (10) or (18) of This AGREEMENT, but after the lapse of THIRTY-FIVE (35) calendar years from the date hereof, to deliver to THE SHEIKH all buildings and erections of brick, stone or other materials whatsoever, the railways, telegraphs and telephones and other things standing and being on the KOWEIT TERRITORY, and all pits, wells, mines, waterways, pipelines, refineries, oil and water tanks, and all such other works and other things belonging to any of the mines and wells, fixed machinery, plants, railways and their cabins and wagons, telegraph and telephone lines and port appurtenances belonging to THE COMPANY, and to leave the ports and harbours as they are, and to relinquish all rights vested in it under Article (7) of This AGREEMENT, leaving also buoys and barges, in fact







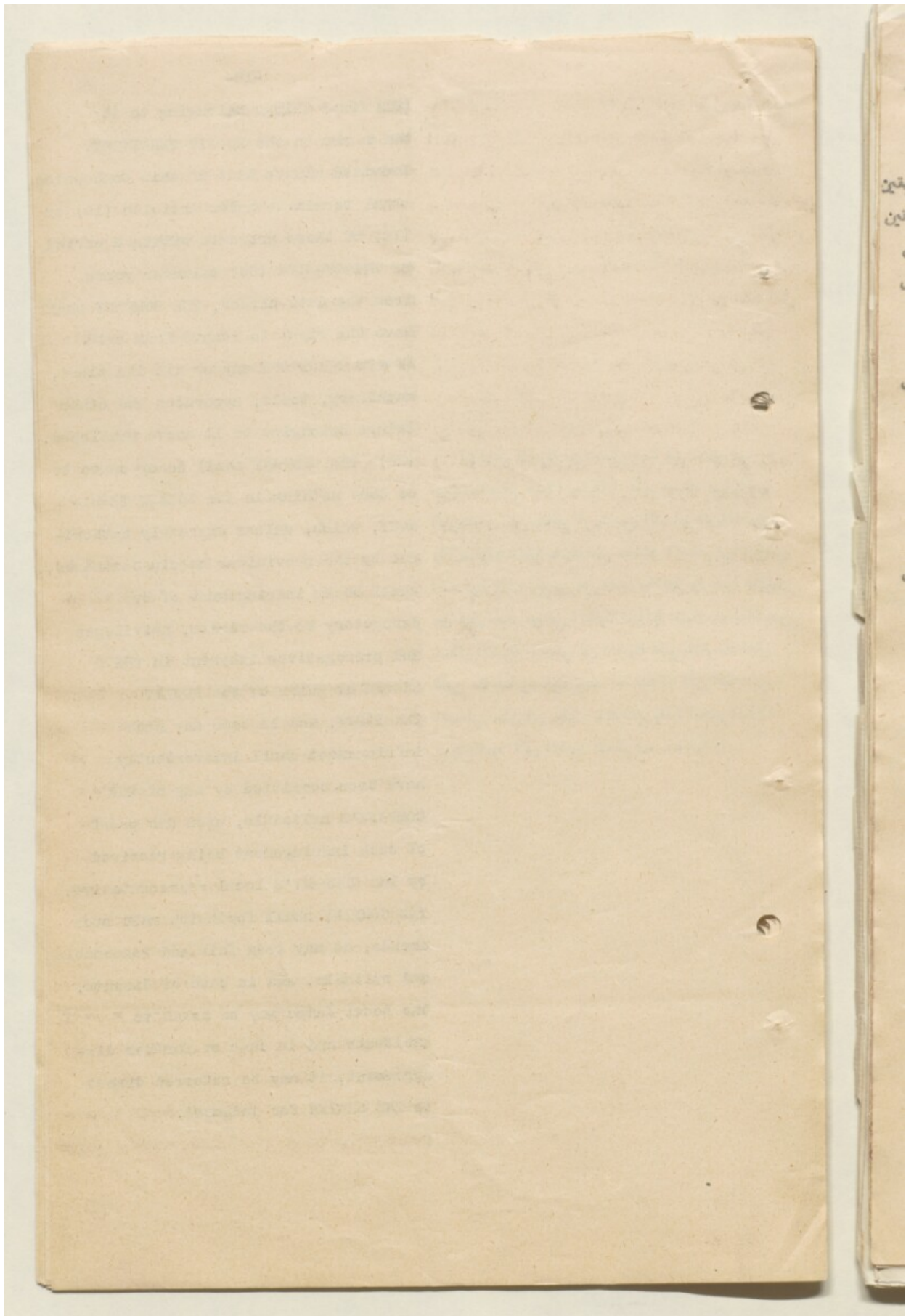
-18-

all fixed things belonging to it<sup>126</sup>  
which are on the KOWEIT TERRITORY.  
Provided always that if this Concession  
shall terminate under Articles (10) or  
(18) of these presents within a period  
of THIRTY-FIVE (35) calendar years  
from the date hereof, THE COMPANY shall  
have the right to remove from said  
KOWEIT TERRITORY any or all its plant,  
machinery, tools, apparatus and other  
things belonging to it above mentioned.

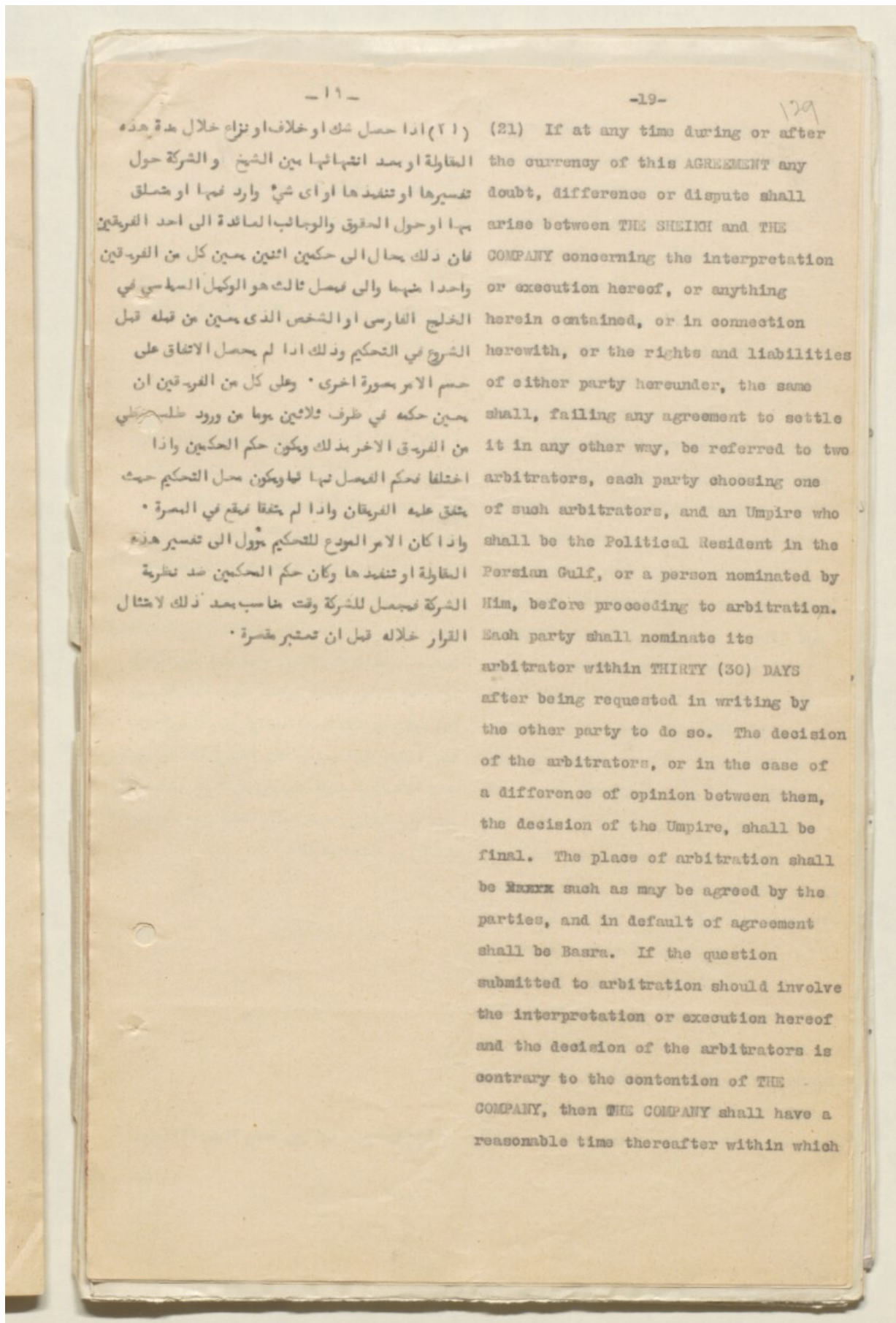
(٢٠) ليس للشركة ان تحمل شيئا غير مسموح لها به  
موجب احكام هذه القاولة او تأمر بسطه في اراضي  
الكويت ان كان يغني او يتسبب التجاوز على الحقوق  
والامتيازات الخاصة بالشيخ بصفته الحاكم في الاراضي  
المذكورة واذا وقع عن غير قصد مخالفة من هذا القبيل  
من قبل احد موظفي الشركة فعالمنا تثبت حسب الاصول  
لممثل الشركة المحلي ان الشركة تقم بالقرضة التي  
تكون مناسبة ومسقولة وعند الاختلاف فان القاضي  
المحلي يمكن ان يكلف بالتحكيم واذا استمر الخلاف  
فيودع امره الى الشيخ للحكم فيه مباشرة.

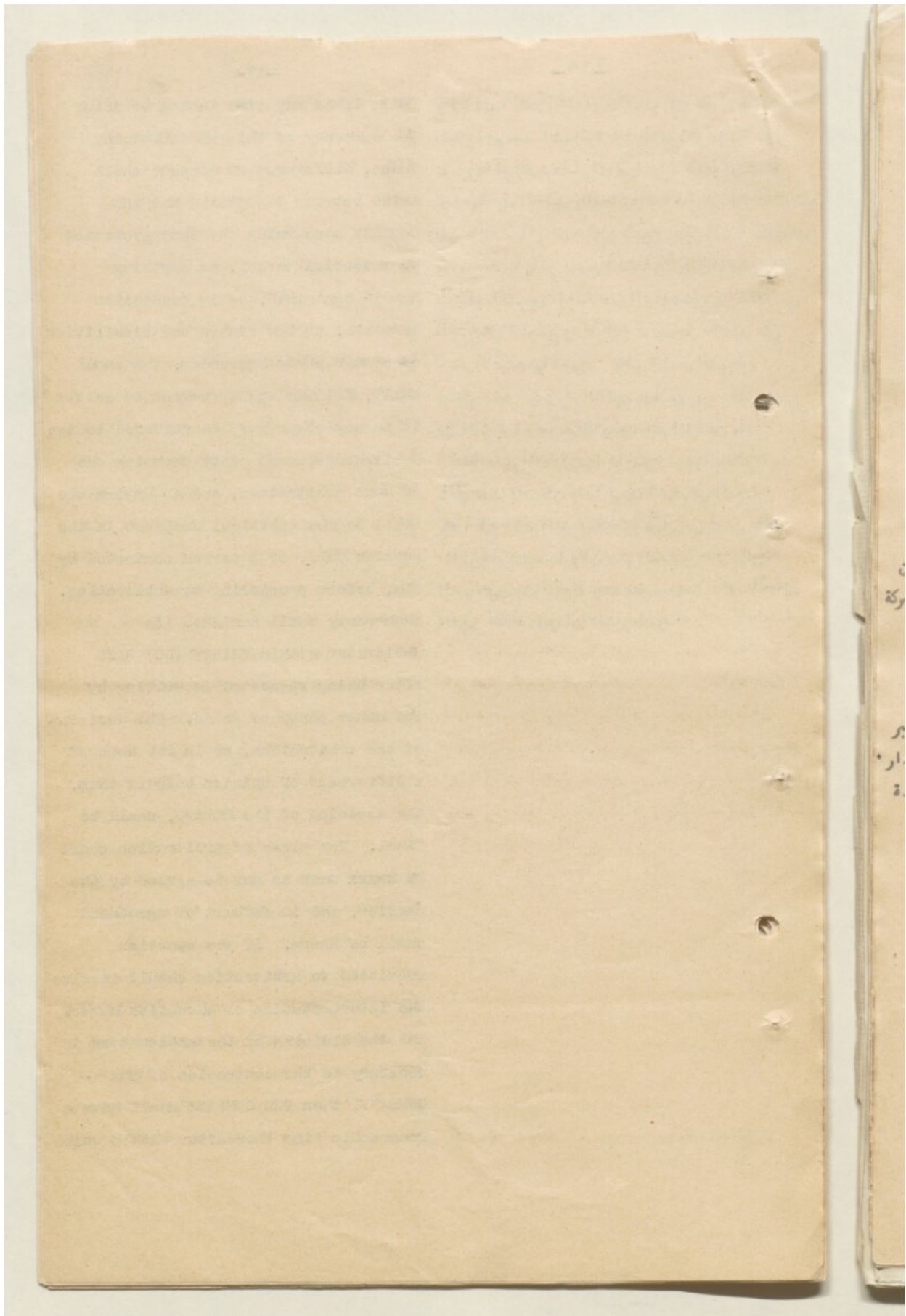
(20) THE COMPANY shall do or cause to  
be done nothing in the KOWEIT TERRI-  
TORY, which, unless expressly authori-  
zed by the provisions herein contained,  
shall be an infringement of or  
derogatory to the rights, privileges  
and prerogatives inherent in THE  
SHEIKH as Ruler of the KOWEIT  
TERRITORY, and in case any such  
infringement shall inadvertently  
have been committed by any of THE  
COMPANY'S officials, upon due proof  
of such infringement being received  
by THE COMPANY'S local representative,  
THE COMPANY shall forthwith make such  
amends, as may seem fair and reasonable  
and suitable, and in case of dispute,  
the Local Judge may be asked to  
arbitrate and in case of further dis-  
agreement, it may be referred direct  
to THE SHEIKH for judgment.



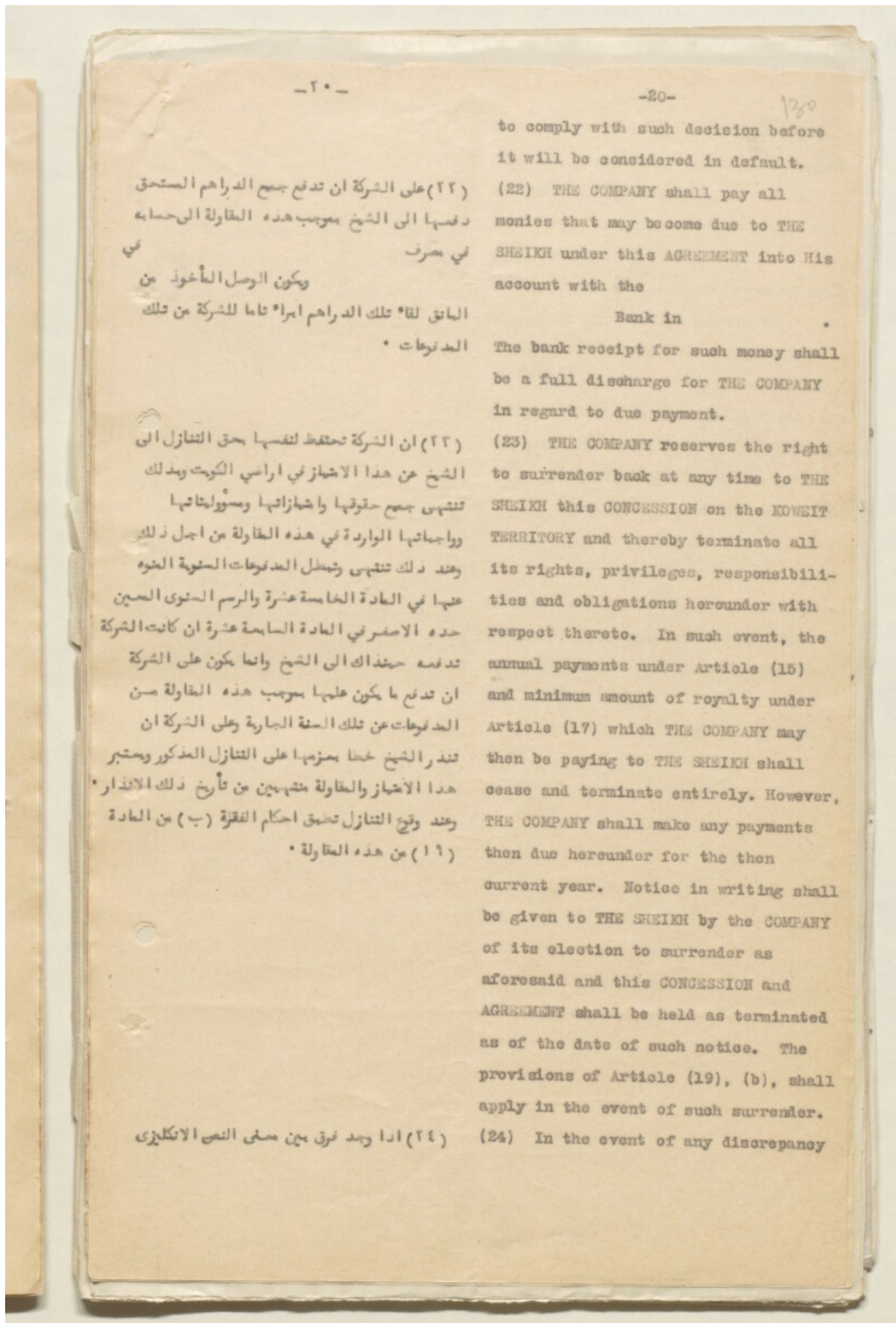




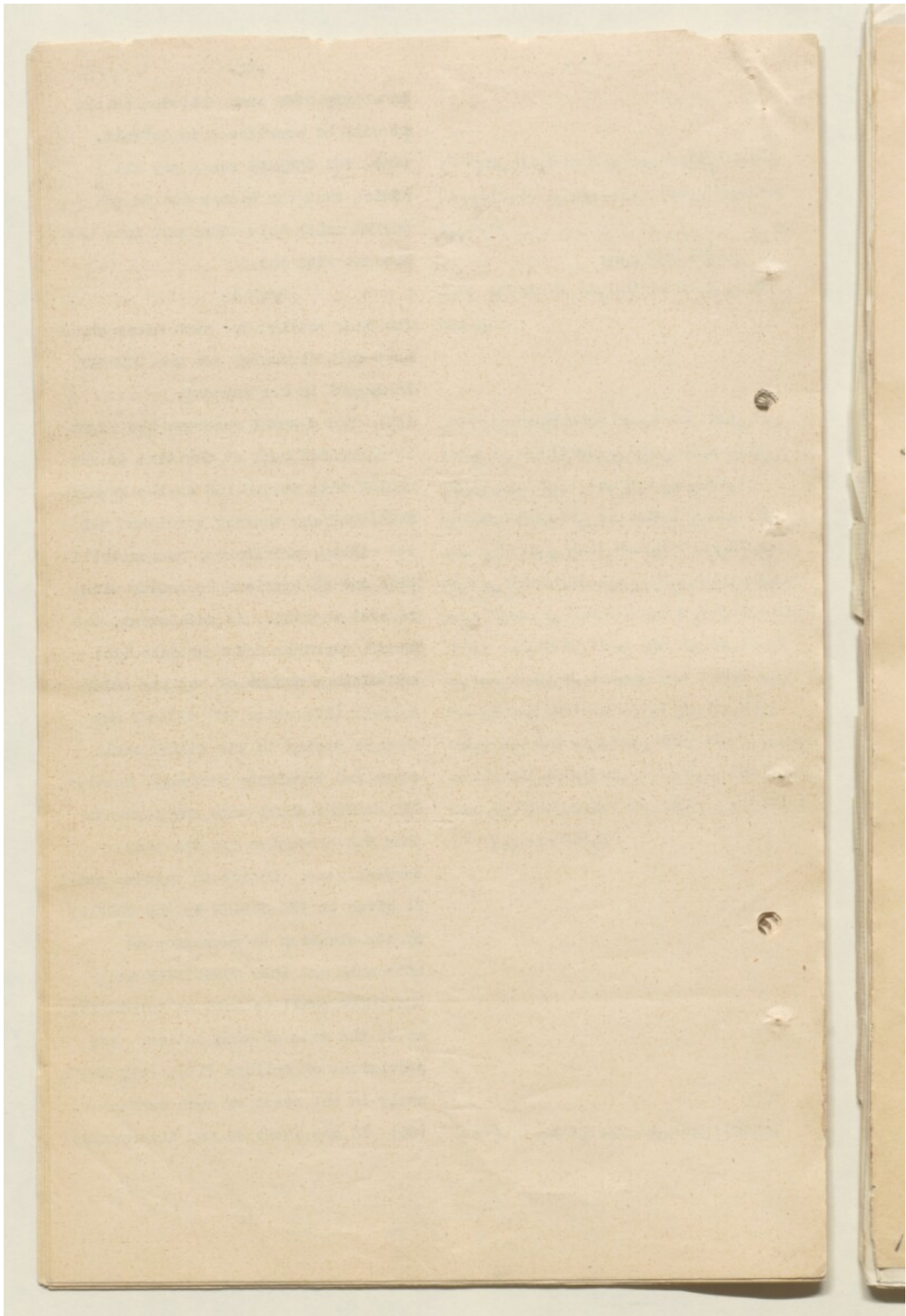


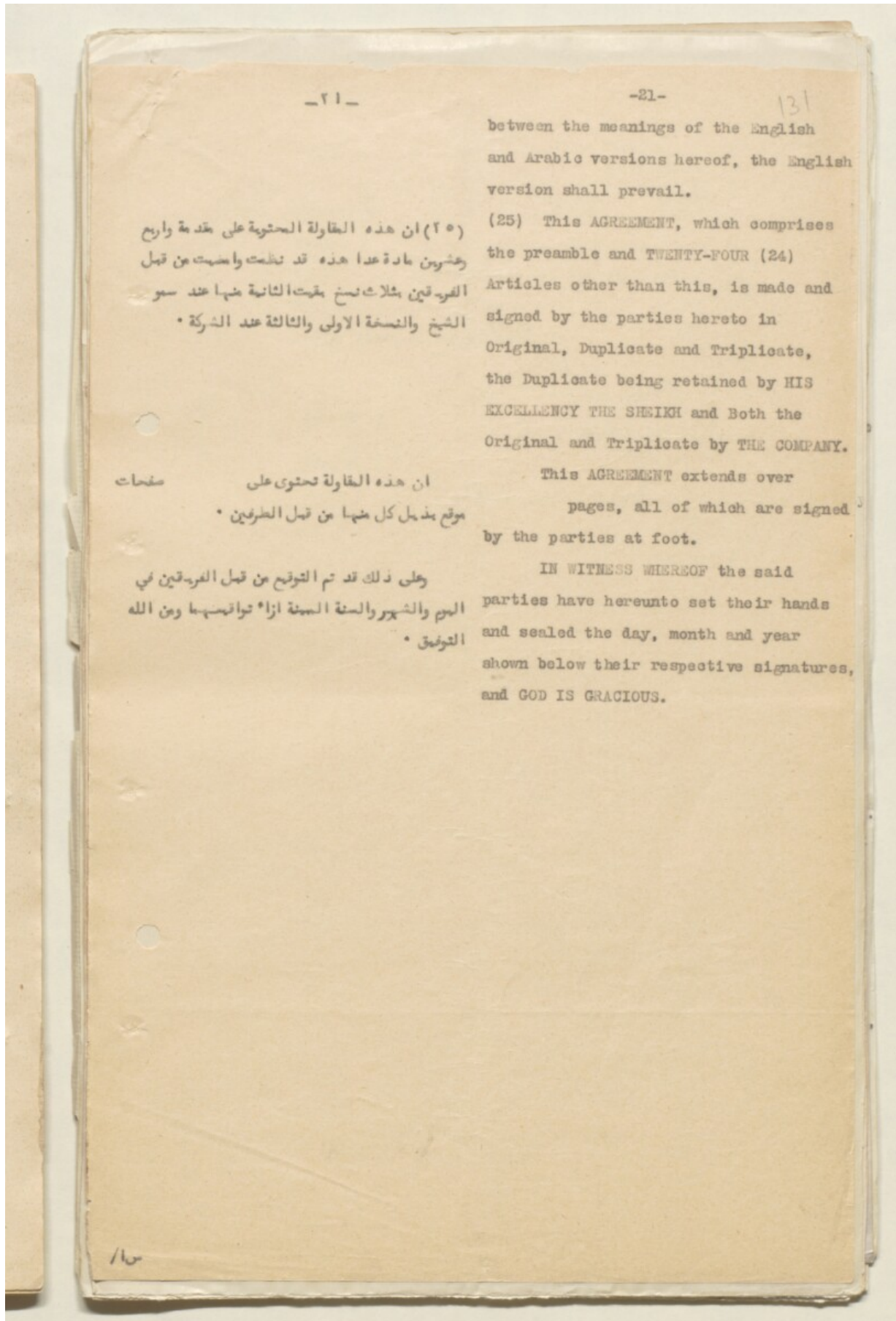












-21-

-21-

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(٢٥) ان هذه القاولة المحتوية على مقدمة واربع  
وعشرين مادة عدا هذه قد نطقت واصيبت من قبل  
الفرعيتين بثلاث نسخ بقيت الثانية منها عند سمو  
الشيخ والنسخة الاولى والثالثة عند الشركة \*

between the meanings of the English  
and Arabic versions hereof, the English  
version shall prevail.

(25) This AGREEMENT, which comprises  
the preamble and TWENTY-FOUR (24)  
Articles other than this, is made and  
signed by the parties hereto in  
Original, Duplicate and Triplicate,  
the Duplicate being retained by HIS  
EXCELLENCY THE SHEIKH and Both the  
Original and Triplicate by THE COMPANY.

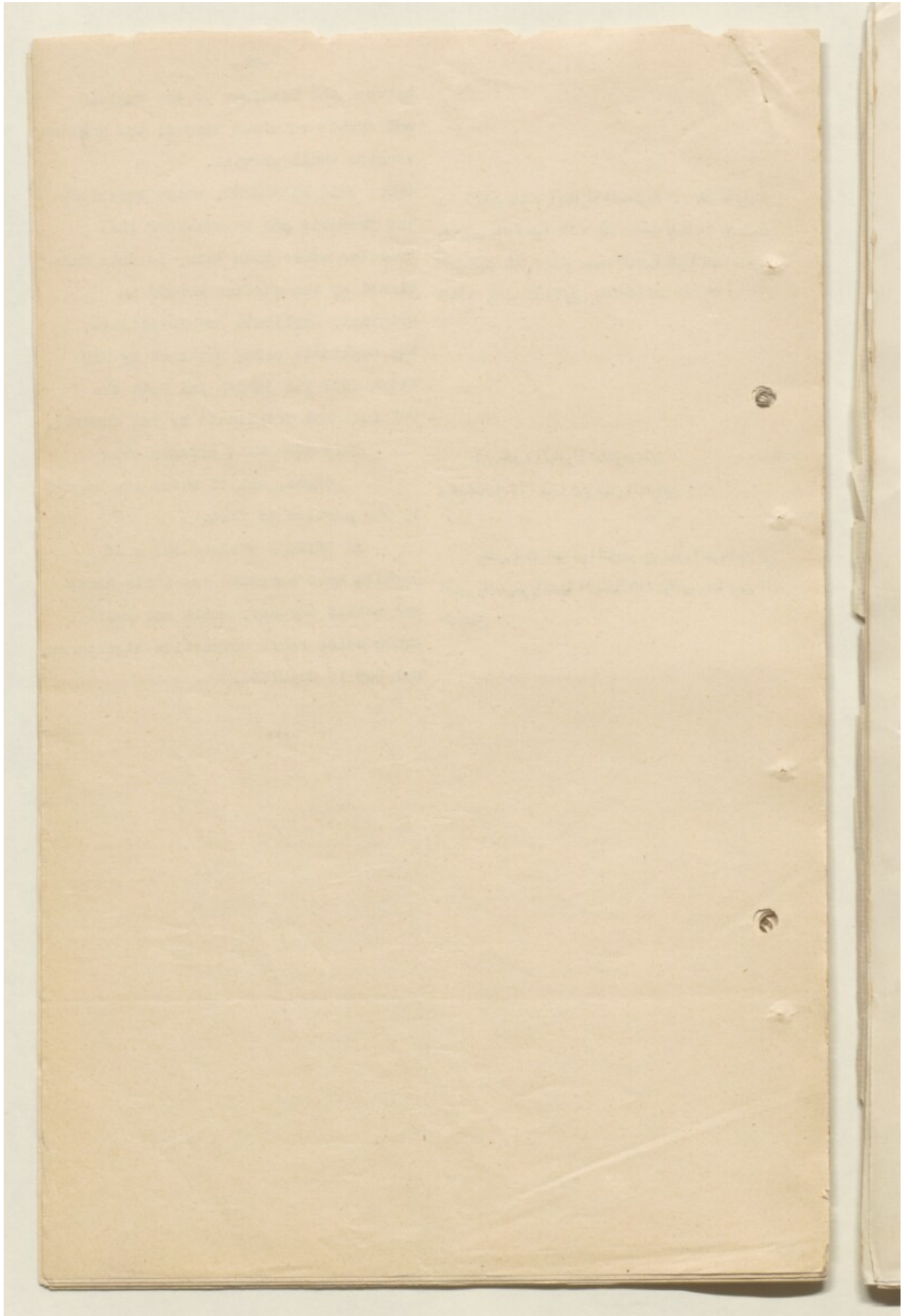
ان هذه القاولة تحتوى على  
موقع بمذيل كل منها من قبل الطرفين \*

This AGREEMENT extends over  
pages, all of which are signed  
by the parties at foot.

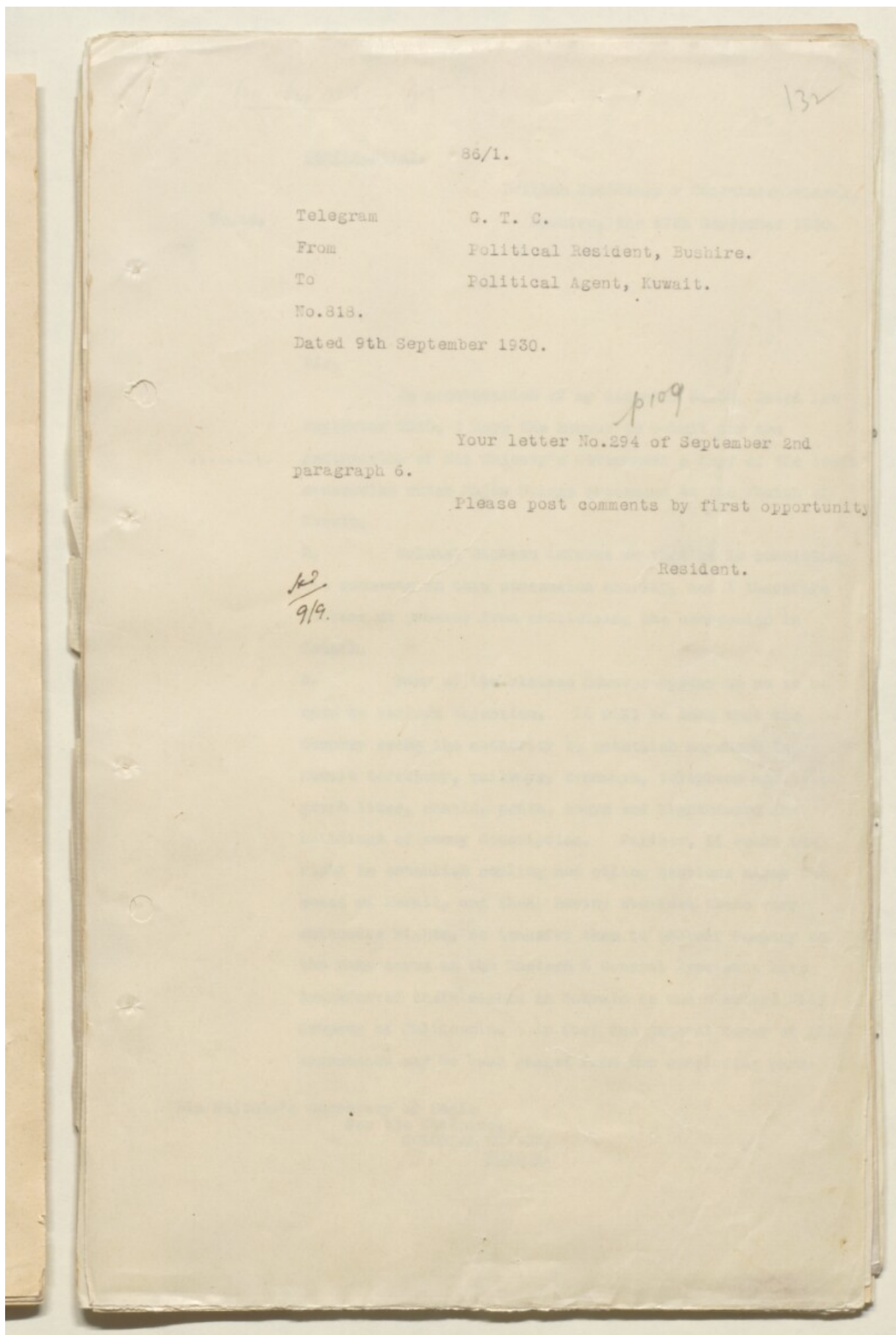
وعلى ذلك قد تم التوقيع من قبل الفرعيتين في  
اليوم والشهر والسنة الممثلة ازا\* تواقفهما ومن الله  
التوفيق \*

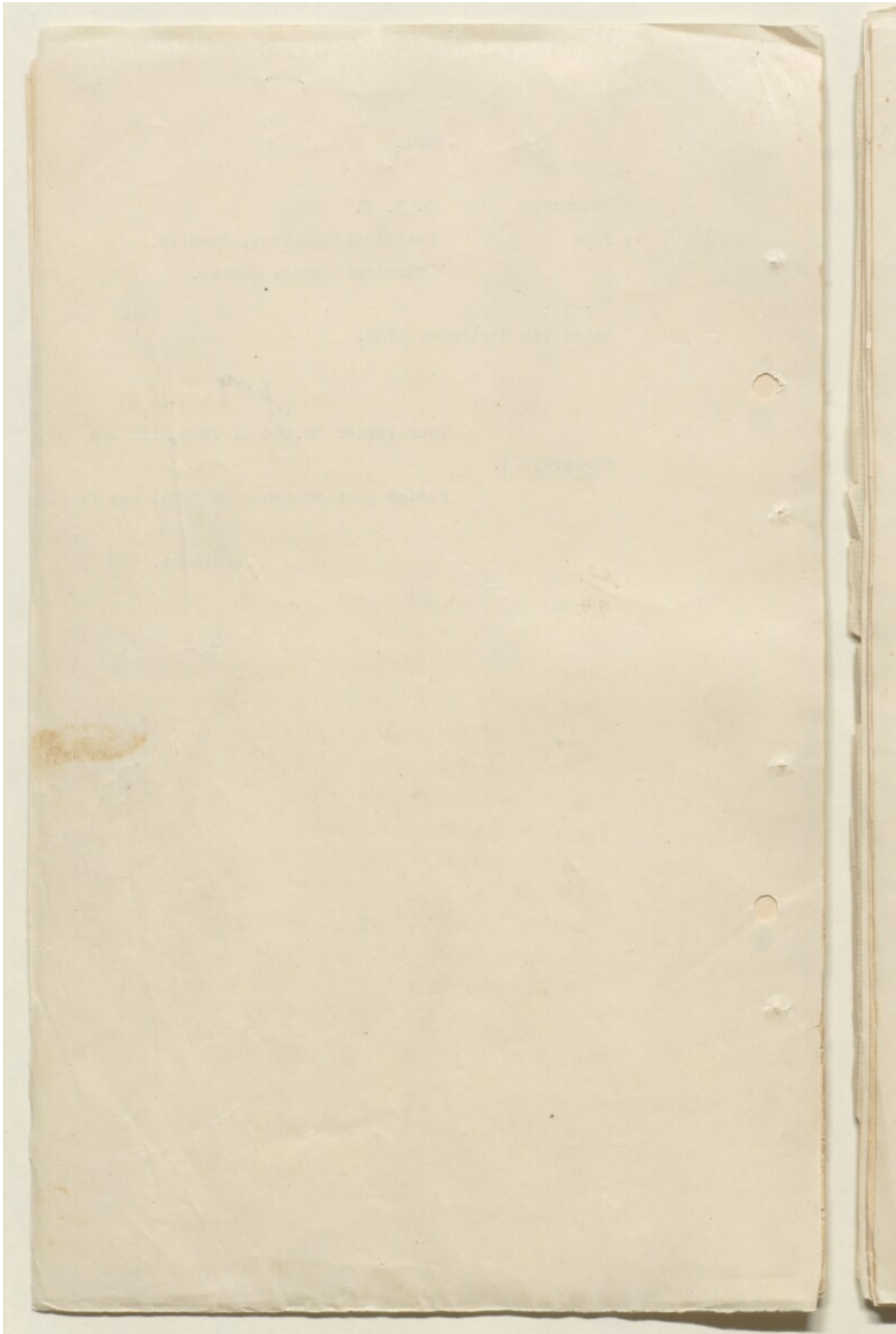
IN WITNESS WHEREOF the said  
parties have hereunto set their hands  
and sealed the day, month and year  
shown below their respective signatures,  
and GOD IS GRACIOUS.

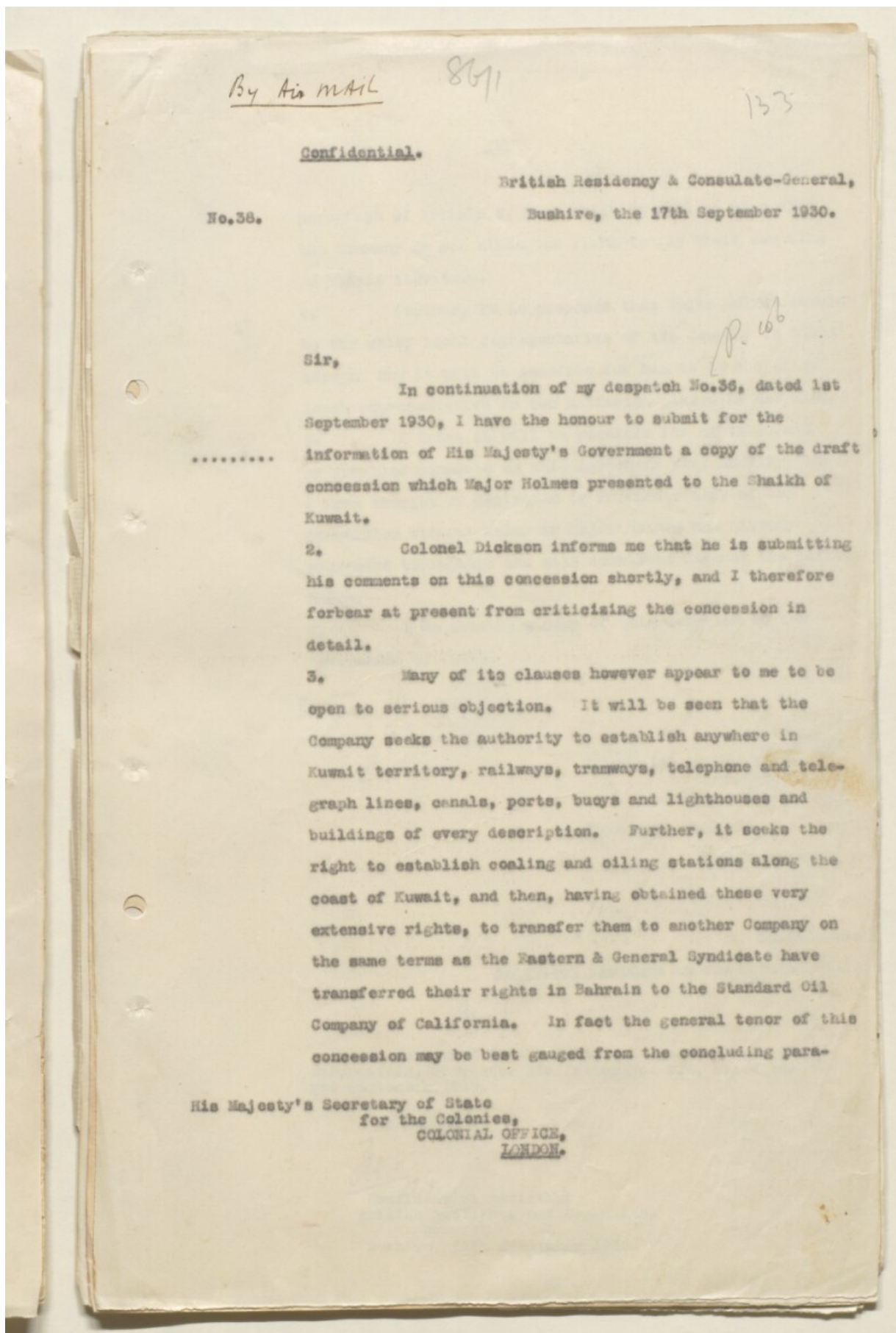




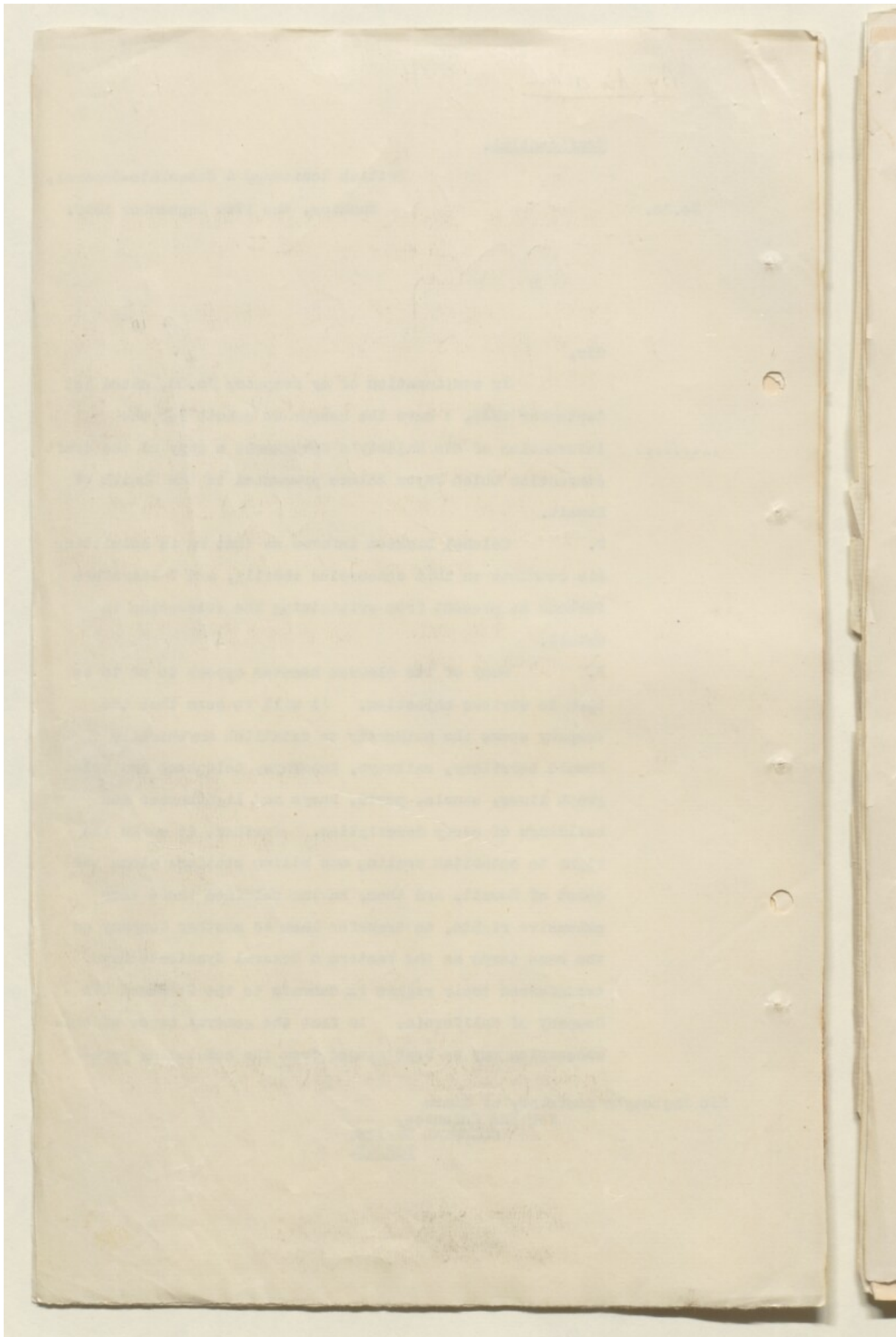


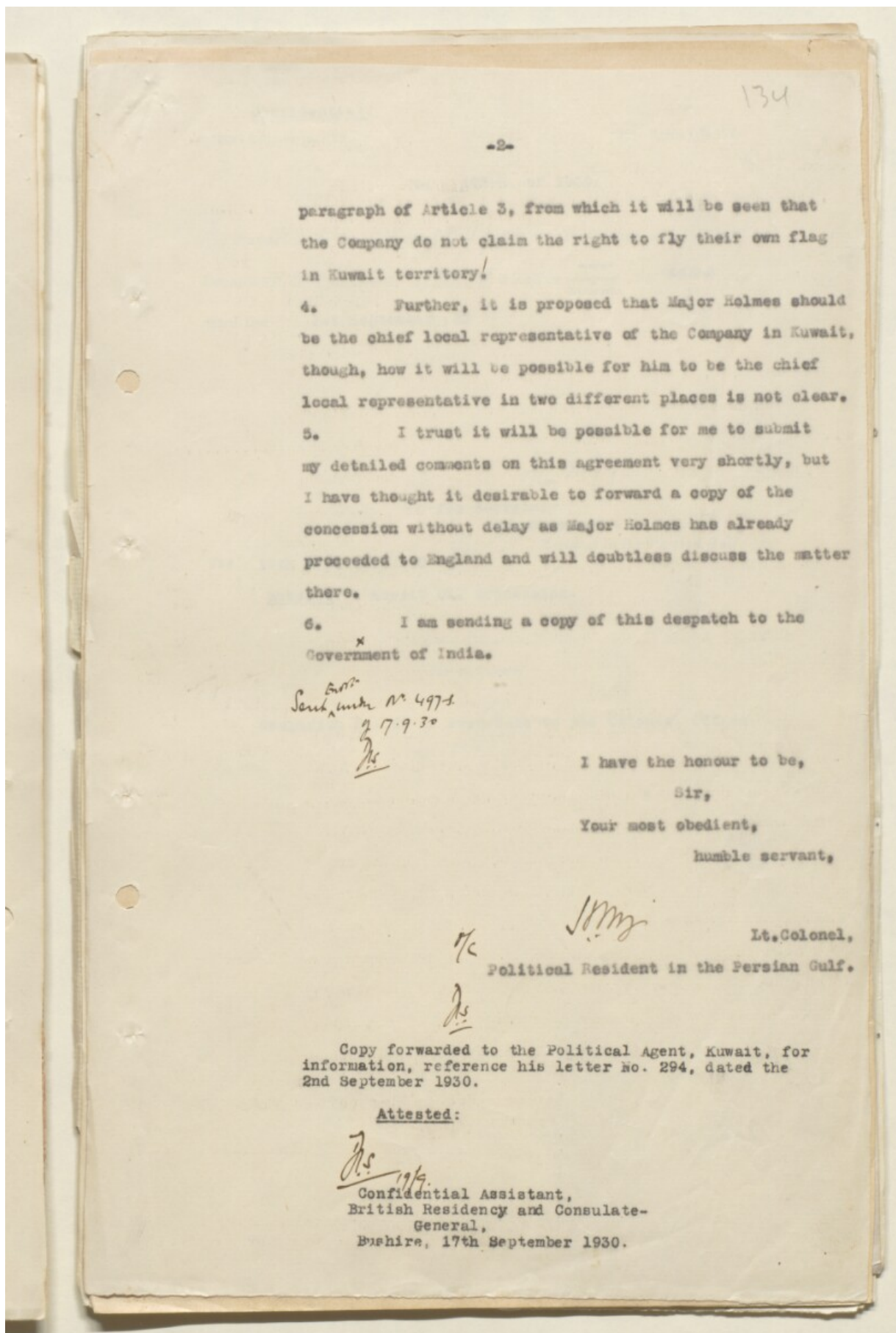












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paragraph of Article 3, from which it will be seen that the Company do not claim the right to fly their own flag in Kuwait territory!

4. Further, it is proposed that Major Holmes should be the chief local representative of the Company in Kuwait, though, how it will be possible for him to be the chief local representative in two different places is not clear.

5. I trust it will be possible for me to submit my detailed comments on this agreement very shortly, but I have thought it desirable to forward a copy of the concession without delay as Major Holmes has already proceeded to England and will doubtless discuss the matter there.

6. I am sending a copy of this despatch to the Government of India.

*Sent under No. 497-  
27.9.30  
J.S.*

I have the honour to be,

Sir,

Your most obedient,

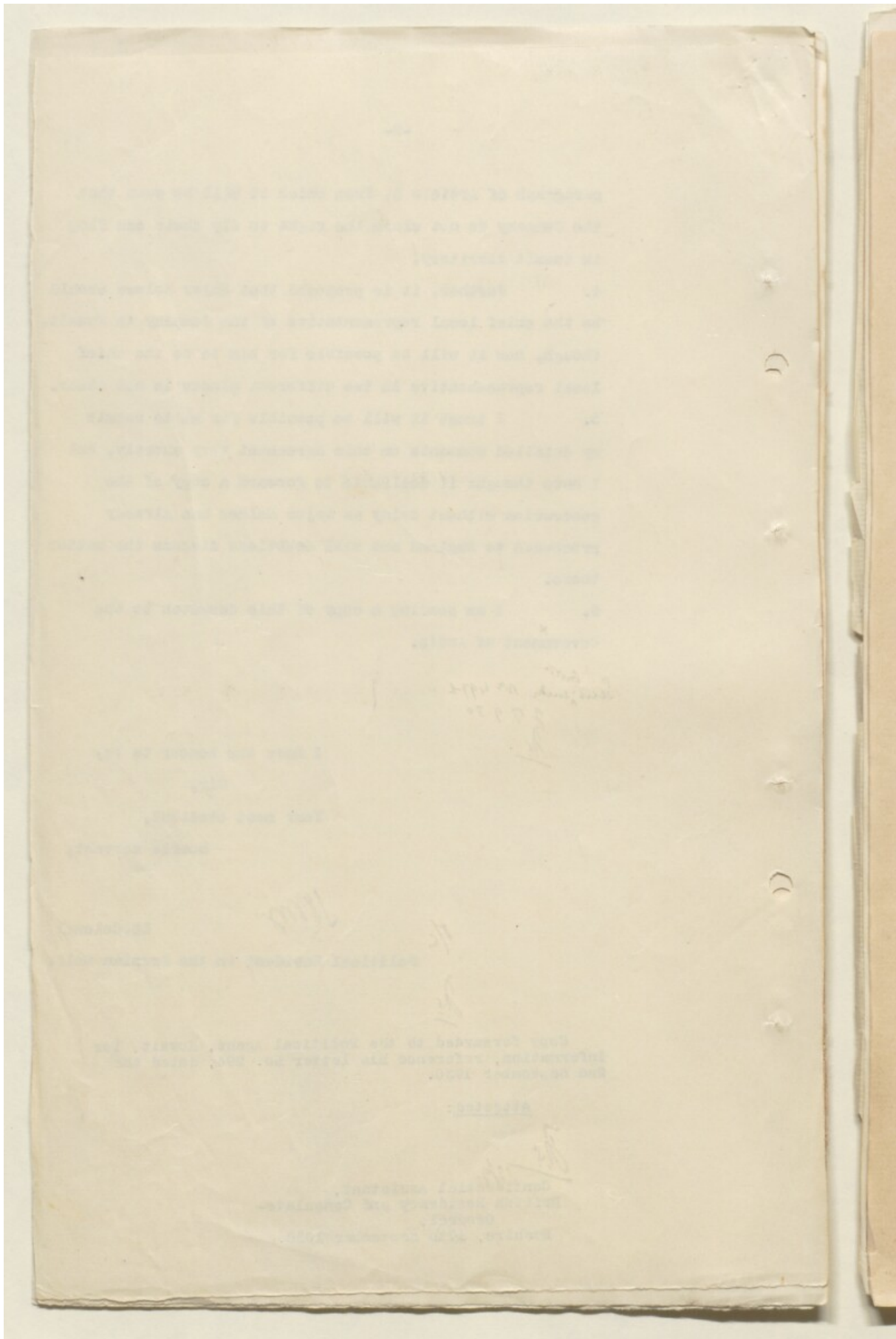
humble servant,

*J.S.*  
Lt. Colonel,  
Political Resident in the Persian Gulf.

Copy forwarded to the Political Agent, Kuwait, for information, reference his letter No. 294, dated the 2nd September 1930.

Attested:

*J.S.*  
Confidential Assistant,  
British Residency and Consulate-  
General,  
Bushire, 17th September 1930.







Confidential.

S 1955-2,000-9-14-(E2)

Spl-Resdt P G 118

No. 498-S. of 1930.

Forwarded to the Government of India in the Foreign and Political  
Department, for information, ~~with reference to~~ this office ~~with reference to~~ No. 463-S  
~~with reference to~~ dated the 1st September 1930

By order,

for Secretary

Bushire:

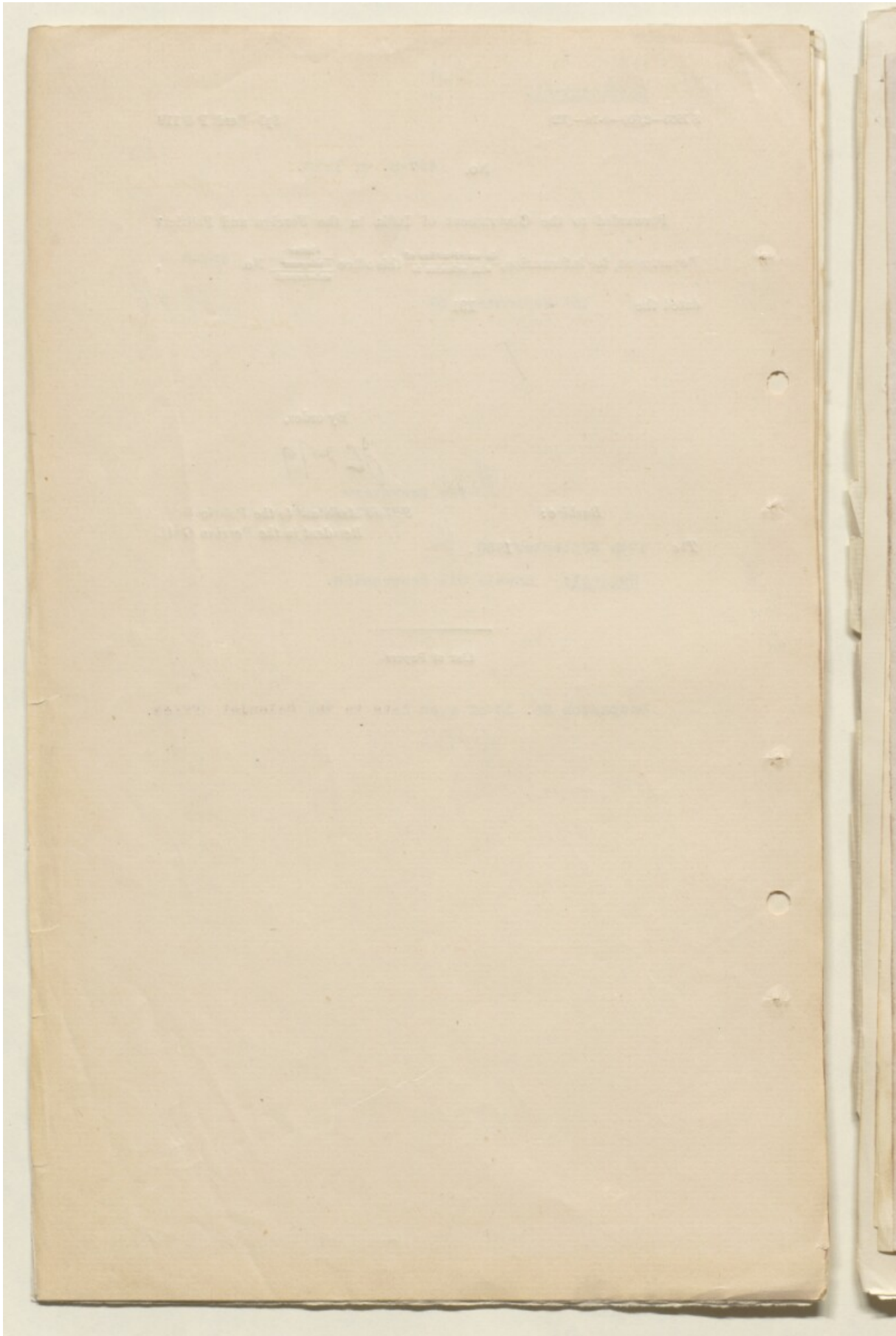
The 17th September 1930.

~~Resident in the Persian Gulf.~~  
Resident in the Persian Gulf.

Subject: Kuwait Oil Concession.

List of Papers.

Despatch No. 38 of even date to the Colonial Office.





8/1

A  
1a

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Reference to previous correspondence:—

Secretary of State's  
High Commissioner's  
Political Resident's

Despatch No. 12

Confidential of the  
14th March 1929

1093

Downing Street,  
10 September 1930

Persian Gulf.  
Confidential

Sir,

I have the honour to transmit to you for

Your information, copies of  
the papers noted below on the subject of oil concessions  
in Kuwait

I have the honour to be,  
Sir,  
Your most obedient, humble servant,

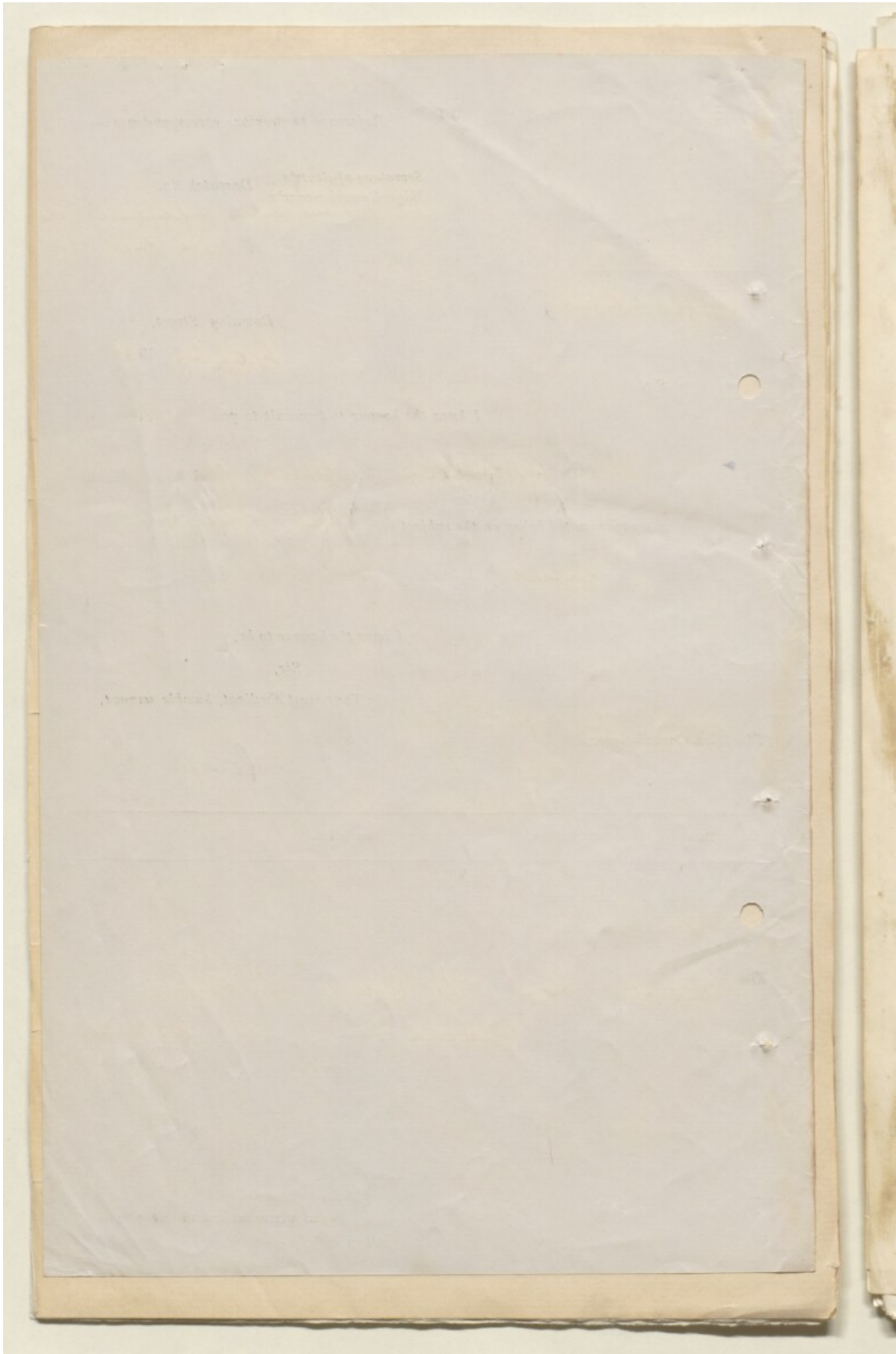
Honble The Political Resident  
The High Commissioner  
in the  
Persian Gulf

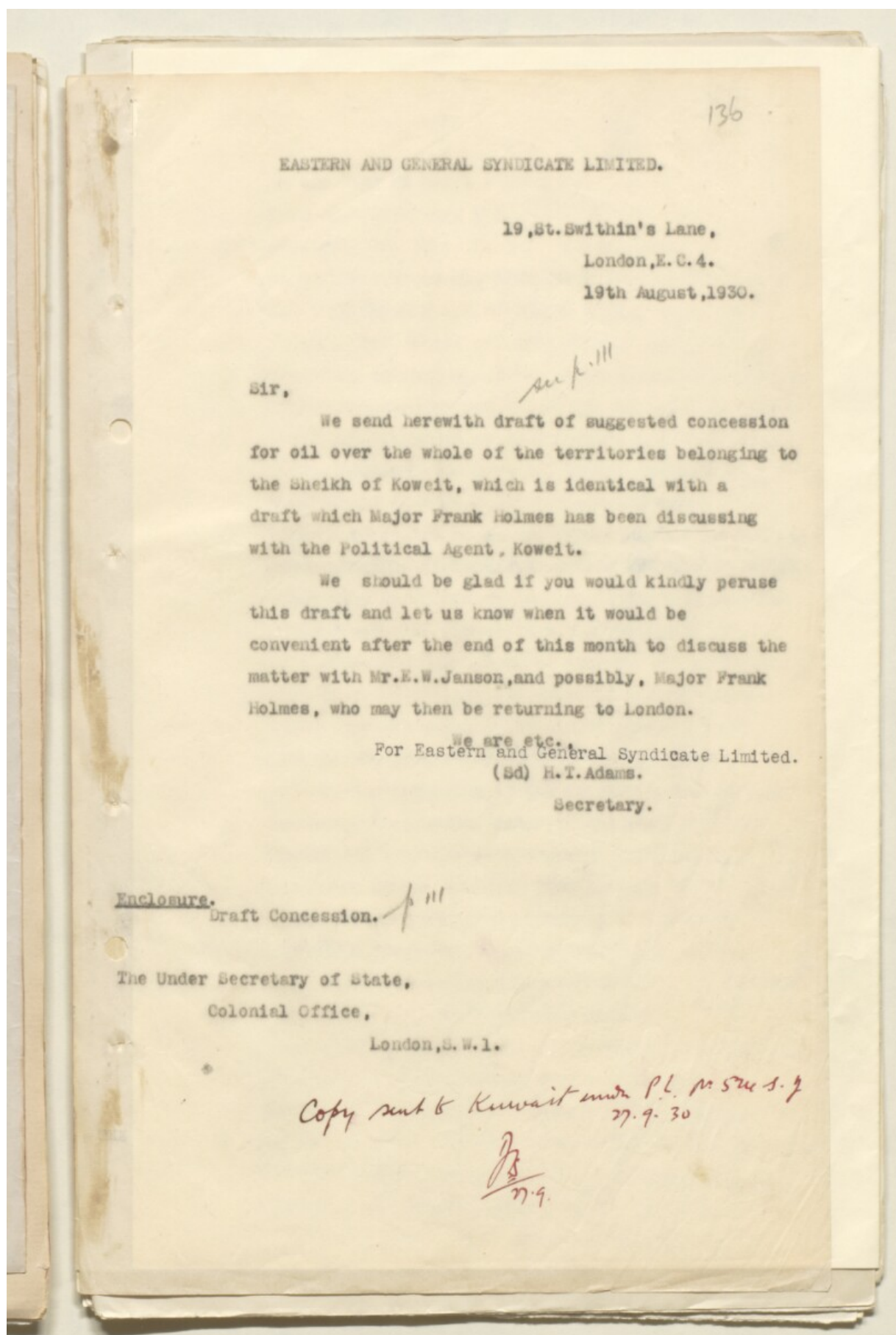
Pasfield

Date.	Description.
1930	
19 August	From The Eastern and General Syndicate Ltd, with enclosure.
4 September	To The Eastern and General Syndicate Ltd.

(2 cc's) Copy of enclosure sent to Kuwait with Mr. S.M.S. 7 27.9.30







136  
EASTERN AND GENERAL SYNDICATE LIMITED.

19, St. Swithin's Lane,  
London, E. C. 4.  
19th August, 1930.

*see p. 111*  
Sir,

We send herewith draft of suggested concession for oil over the whole of the territories belonging to the Sheikh of Kuwait, which is identical with a draft which Major Frank Holmes has been discussing with the Political Agent, Kuwait.

We should be glad if you would kindly peruse this draft and let us know when it would be convenient after the end of this month to discuss the matter with Mr. E. W. Janson, and possibly, Major Frank Holmes, who may then be returning to London.

*We are etc.*  
For Eastern and General Syndicate Limited.  
(Sd) H. T. Adams.

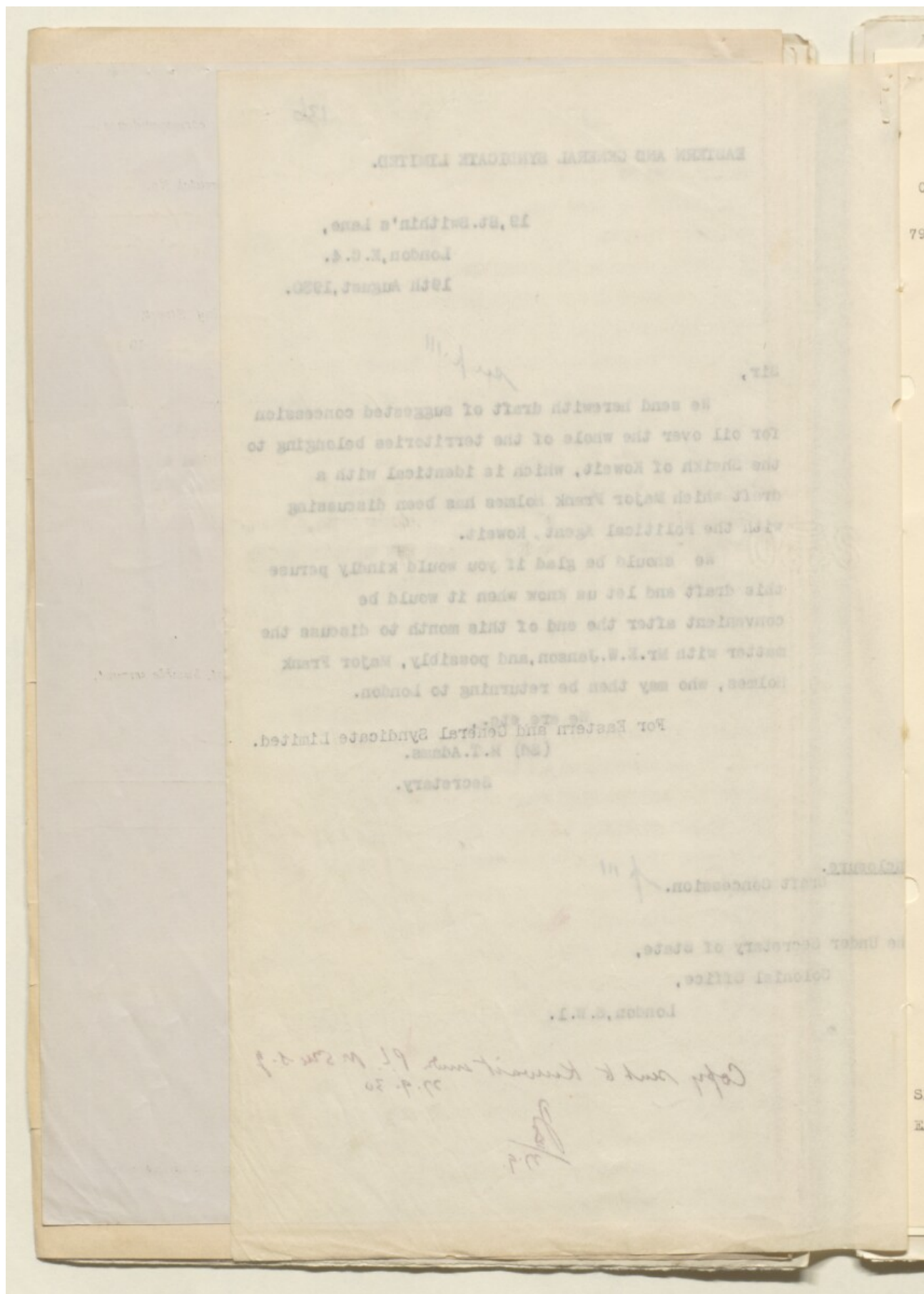
Secretary.

Enclosure.  
Draft Concession. *p 111*

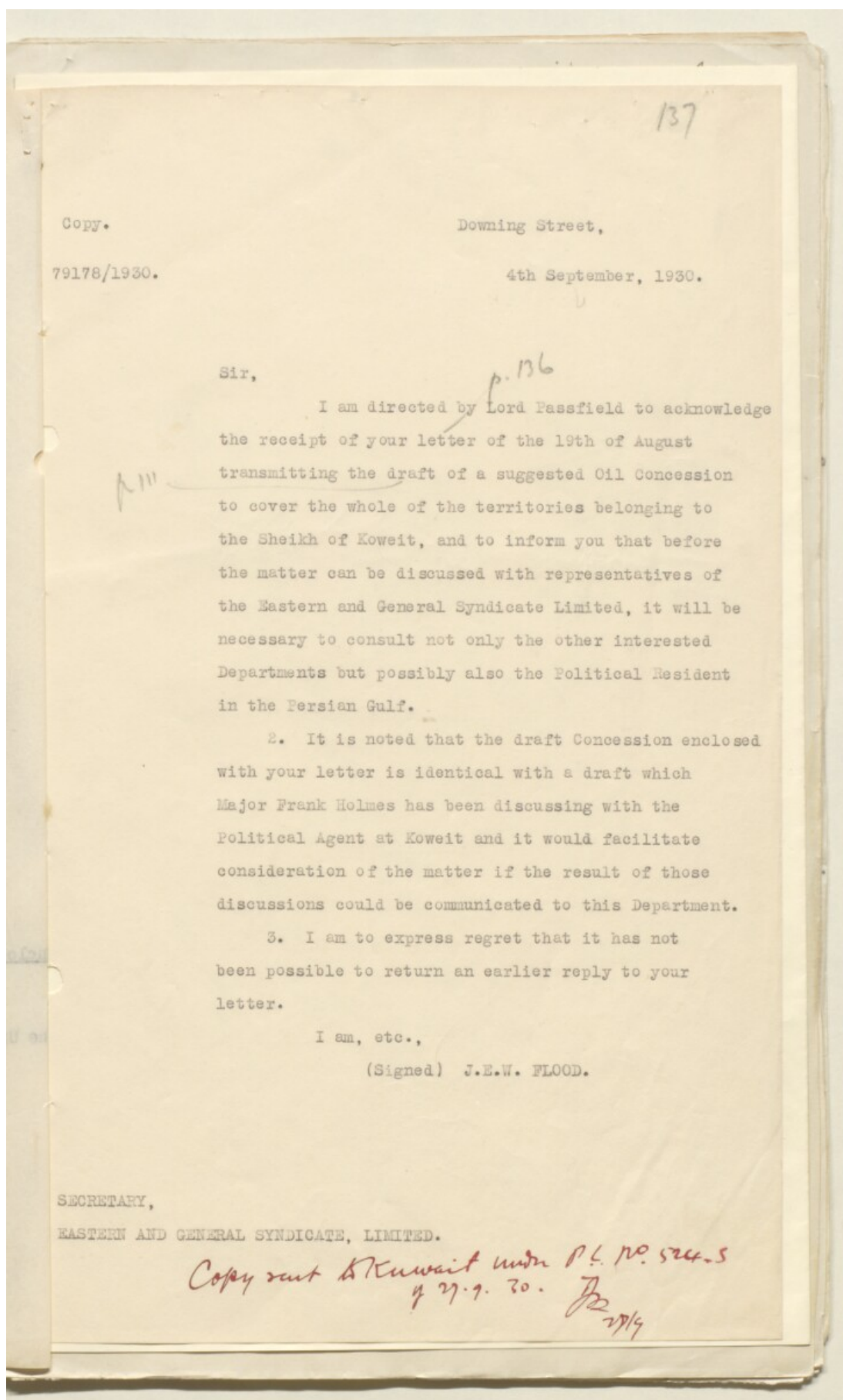
The Under Secretary of State,  
Colonial Office,  
London, S. W. 1.

*Copy sent to Kuwait under P.L. M 524 S. 2  
27.9.30*

*[Signature]*  
*27.9.*







Copy.

Downing Street,

79178/1930.

4th September, 1930.

Sir,

I am directed by Lord Passfield to acknowledge the receipt of your letter of the 19th of August transmitting the draft of a suggested Oil Concession to cover the whole of the territories belonging to the Sheikh of Koweit, and to inform you that before the matter can be discussed with representatives of the Eastern and General Syndicate Limited, it will be necessary to consult not only the other interested Departments but possibly also the Political Resident in the Persian Gulf.

2. It is noted that the draft Concession enclosed with your letter is identical with a draft which Major Frank Holmes has been discussing with the Political Agent at Koweit and it would facilitate consideration of the matter if the result of those discussions could be communicated to this Department.

3. I am to express regret that it has not been possible to return an earlier reply to your letter.

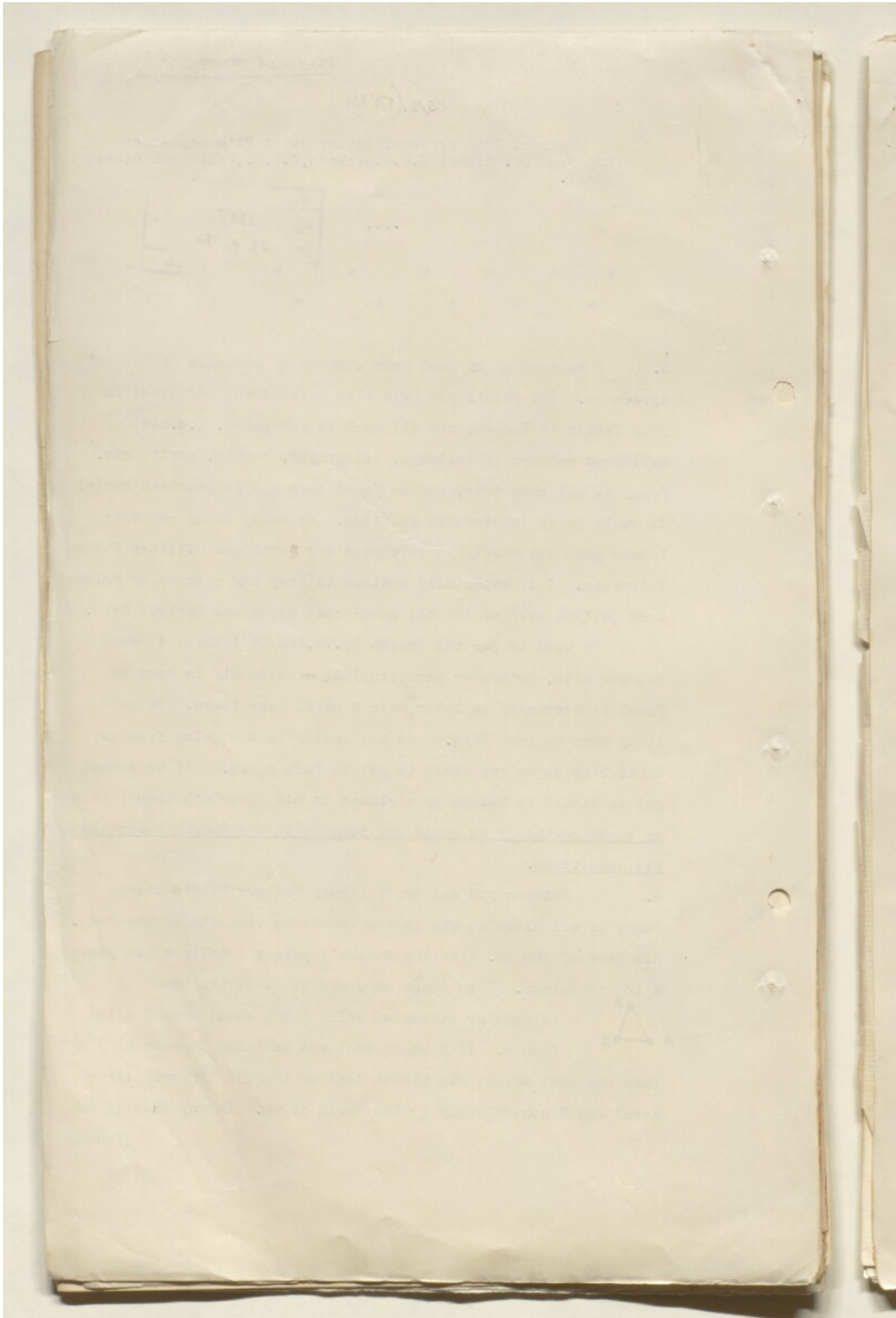
I am, etc.,

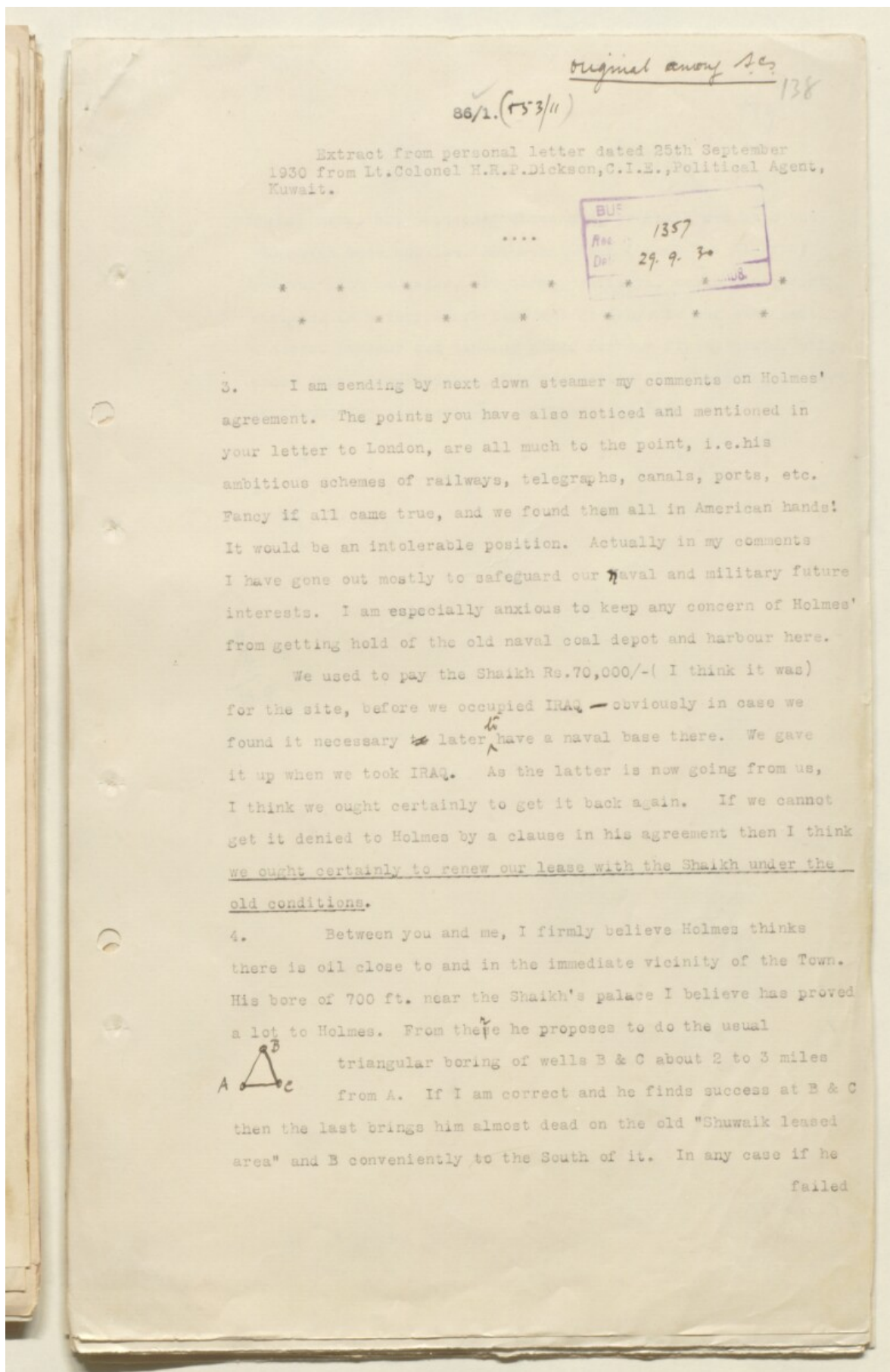
(Signed) J.E.W. FLOOD.

SECRETARY,

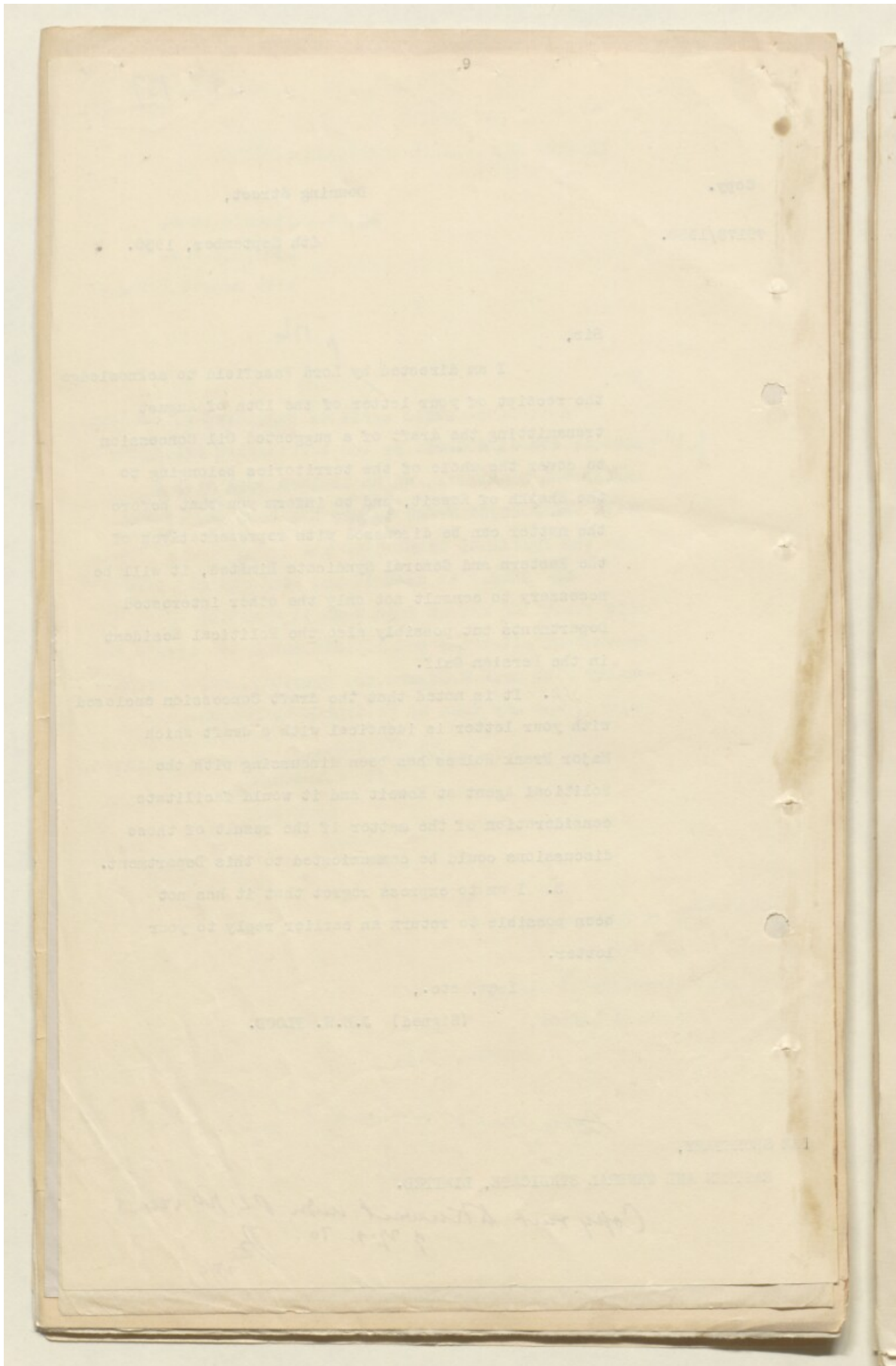
EASTERN AND GENERAL SYNDICATE, LIMITED.

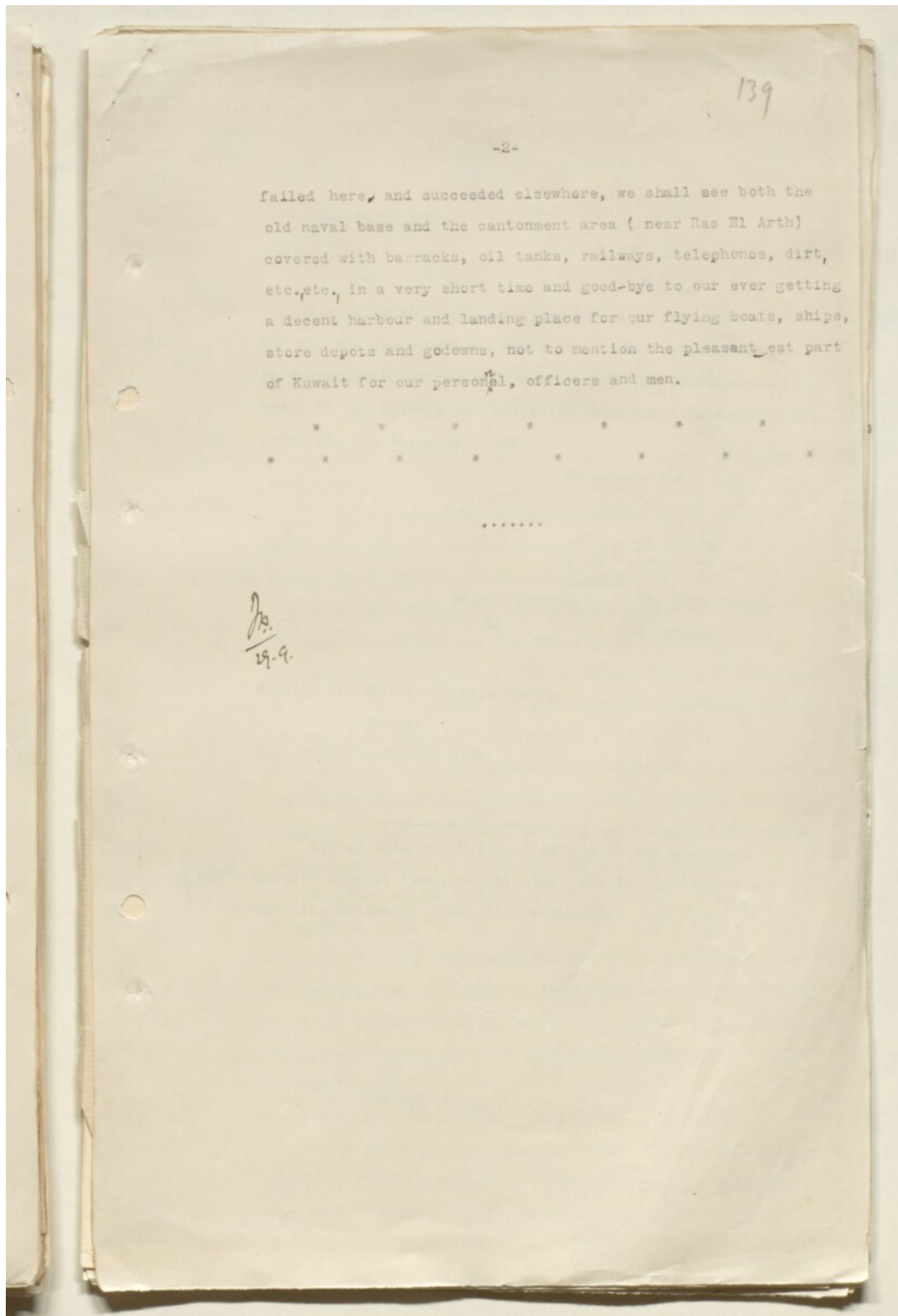
Copy sent to Kuwait under P.L. No. 524-5  
of 27.9.30. J2 27/9

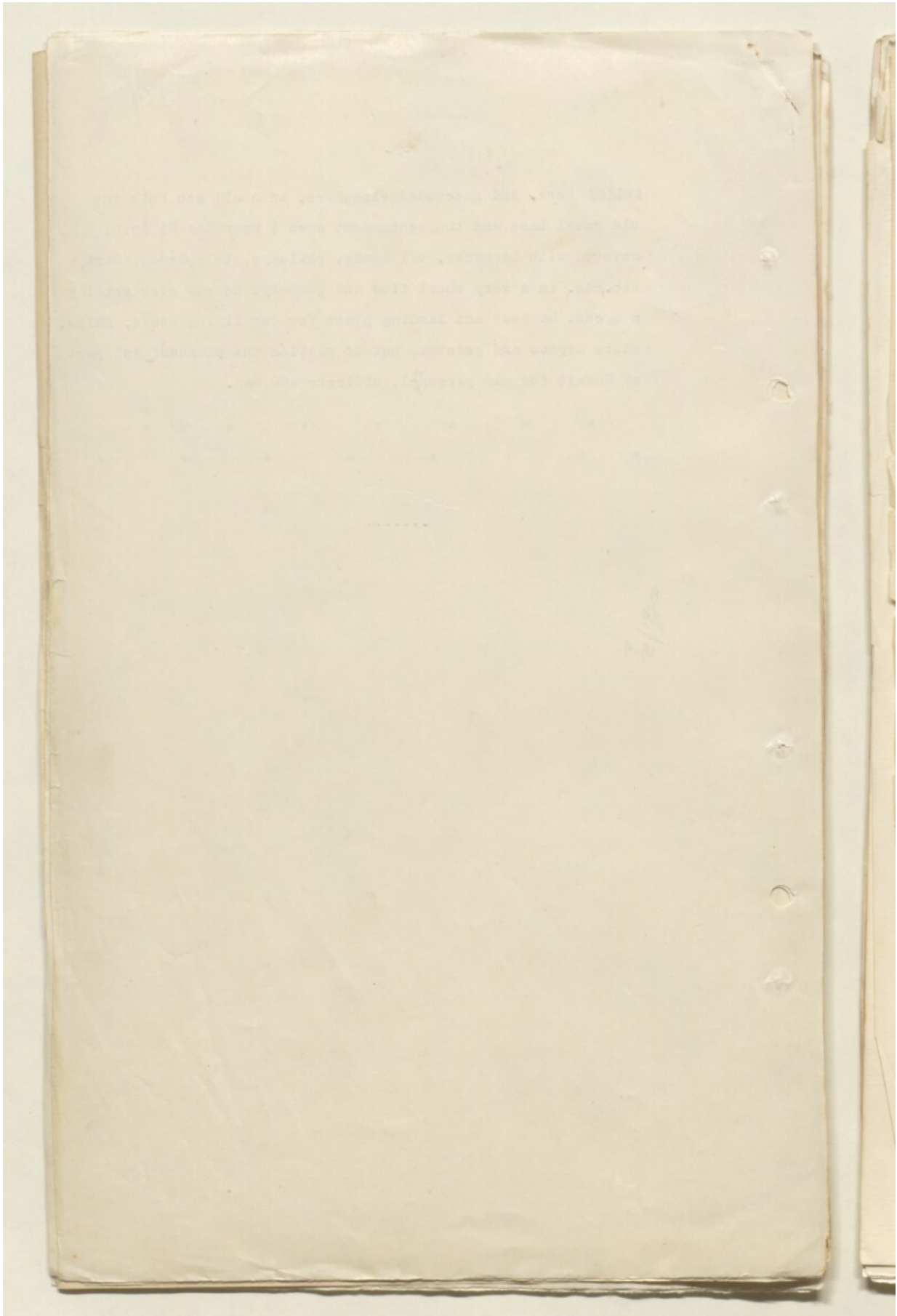




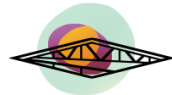












56/1

139-a

No. F.282-N/29.

BUSHIRE RESIDENCY.  
Reg. No. 1375  
Date 2.10.30  
CONFIDENTIAL RECORDS.

her 2/10  
gc 2/10

A copy of the undermentioned papers is forwarded to the Hon'ble the Political Resident in the Persian Gulf, in continuation of the endorsement from the Government of India in the Foreign and Political Department No.F.282-N/29, dated the 8th September 1930.

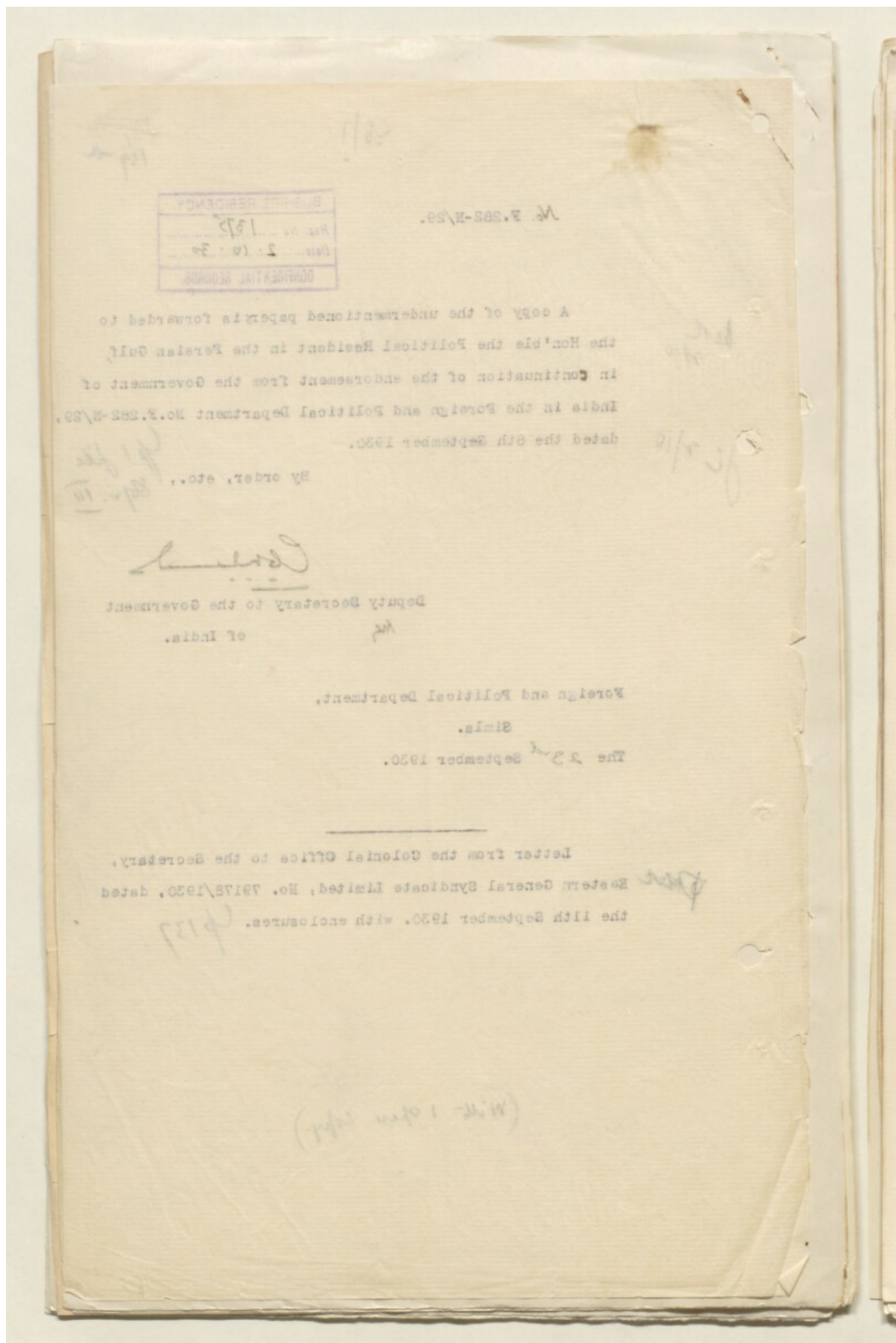
By order, etc., *Sp 1 file*  
*86/2. III*

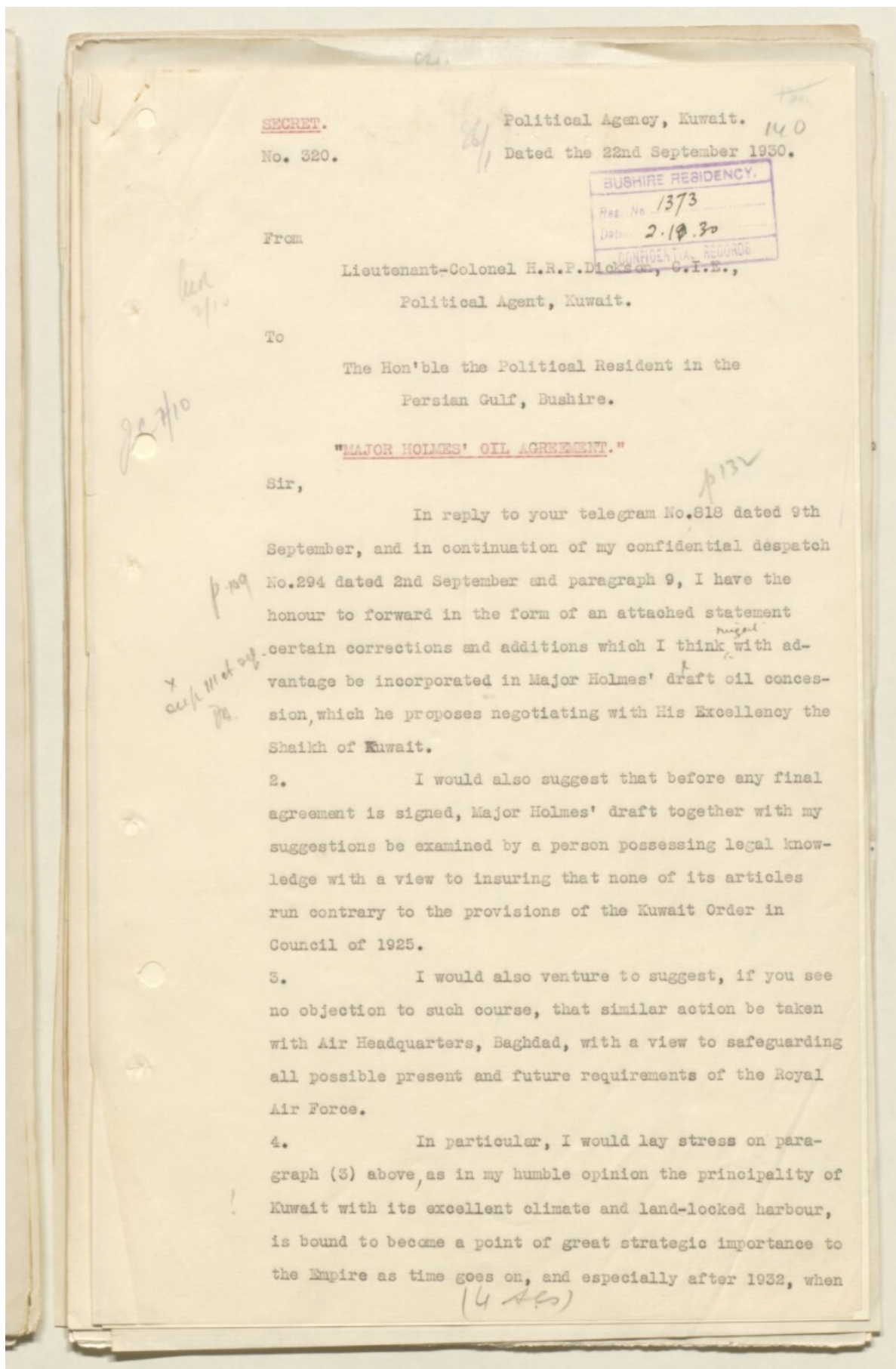
*Conrad*  
Deputy Secretary to the Government  
of India.

Foreign and Political Department,  
Simla.  
The 23<sup>rd</sup> September 1930.

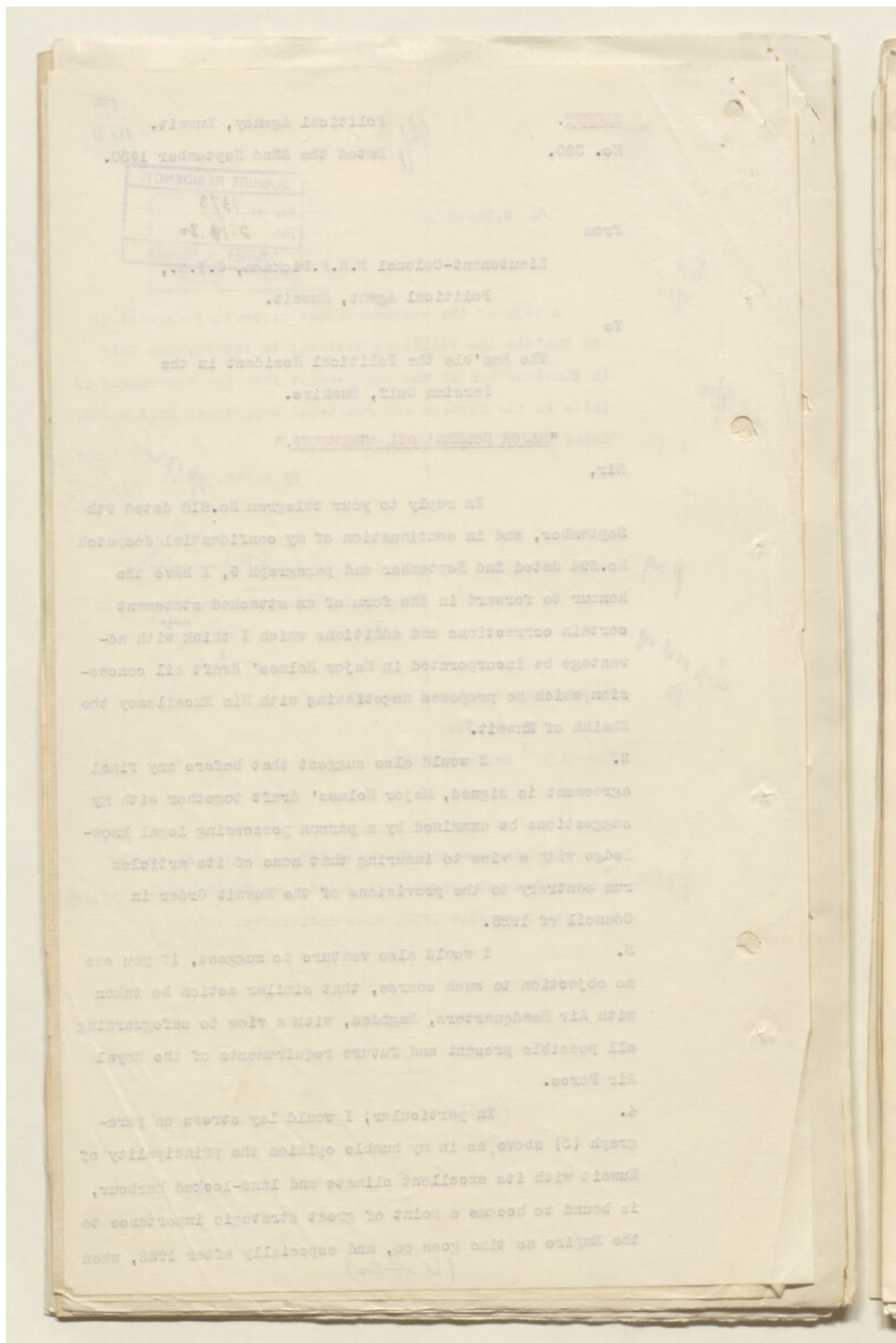
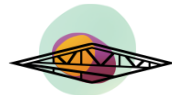
Letter from the Colonial Office to the Secretary,  
Eastern General Syndicate Limited, No. 79178/1930, dated the 11th September 1930. with enclosures. *Sp 137*

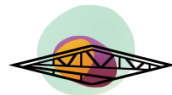
(With 1 spare copy.)











-2-

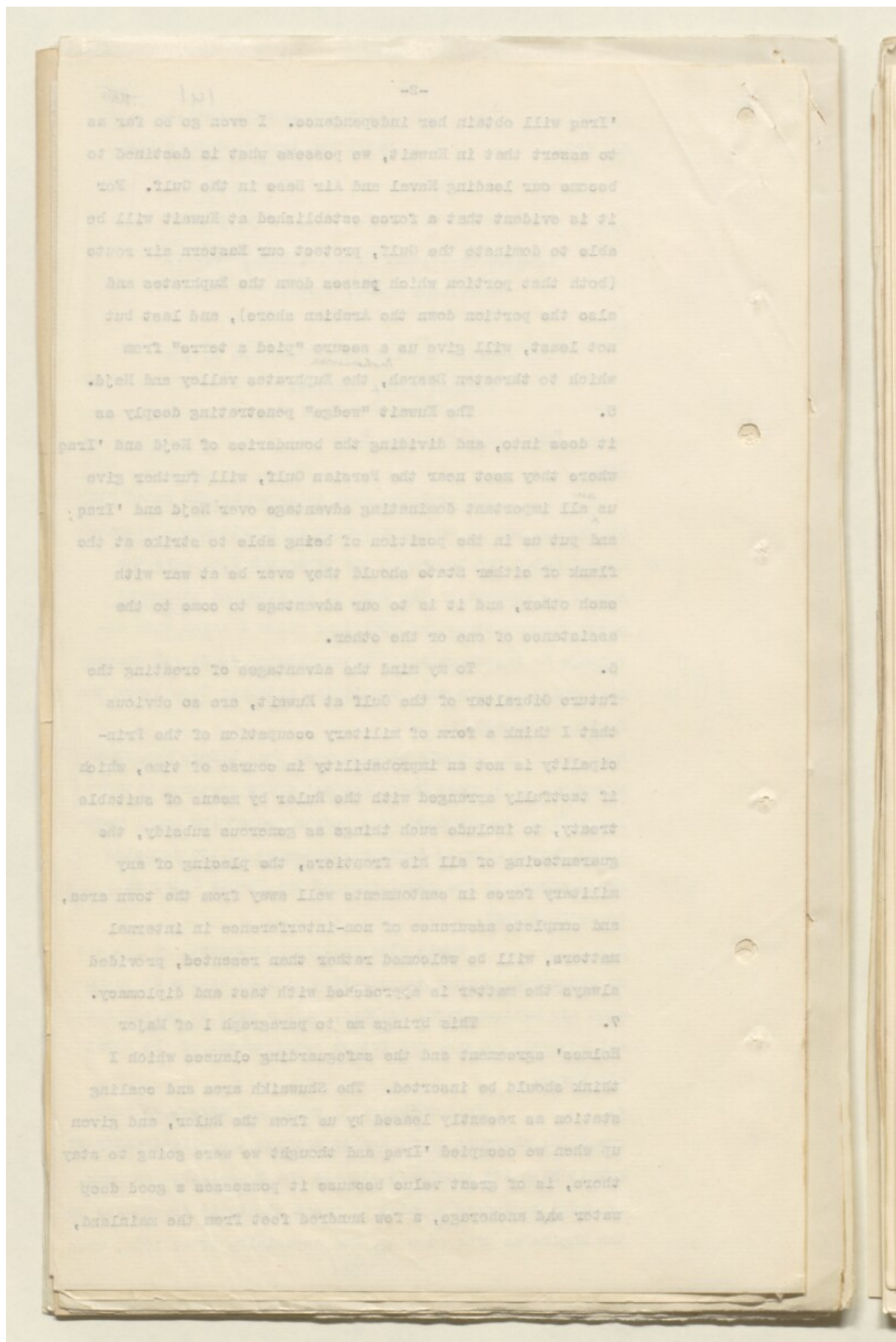
141

'Iraq will obtain her independence. I even go so far as to assert that in Kuwait, we possess what is destined to become our leading Naval and Air Base in the Gulf. For it is evident that a force established at Kuwait will be able to dominate the Gulf, protect our Eastern air route (both that portion which passes down the Euphrates and also the portion down the Arabian shore), and last but not least, will give us a secure "pied a terre" from which to threaten Basrah, <sup>the</sup> the Euphrates valley and Nejd.

5. The Kuwait "wedge" penetrating deeply as it does into, and dividing the boundaries of Nejd and 'Iraq where they meet near the Persian Gulf, will further give us <sup>an</sup> all important dominating advantage over Nejd and 'Iraq, and put us in the position of being able to strike at the flank of either State should they ever be at war with each other, and it is to our advantage to come to the assistance of one or the other.

6. To my mind the advantages of creating the future Gibraltar of the Gulf at Kuwait, are so obvious that I think a form of military occupation of the Principality is not an improbability in course of time, which if tactfully arranged with the Ruler by means of suitable treaty, to include such things as generous subsidy, the guaranteeing of all his frontiers, the placing of any military force in cantonments well away from the town area, and complete assurance of non-interference in internal matters, will be welcomed rather than resented, provided always the matter is approached with tact and diplomacy.

7. This brings me to paragraph 1 of Major Holmes' agreement and the safeguarding clauses which I think should be inserted. The Shuwaikh area and coaling station as recently leased by us from the Ruler, and given up when we occupied 'Iraq and thought we were going to stay there, is of great value because it possesses a good deep water ~~and~~ anchorage, a few hundred feet from the mainland,







-5-

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which anchorage is completely protected from the strongest "shamals" or North West wind by the island of Grain. With this area safeguarded for the future use of the Royal Navy and Royal Air Force, we retain the principal asset for a future Air and Naval Base in our hands from the start, and deny it to any oil or other company that may come along.

*Certainly*  
Similarly, if not secured beforehand, it will be the first spot to be seized upon by a commercial concern.

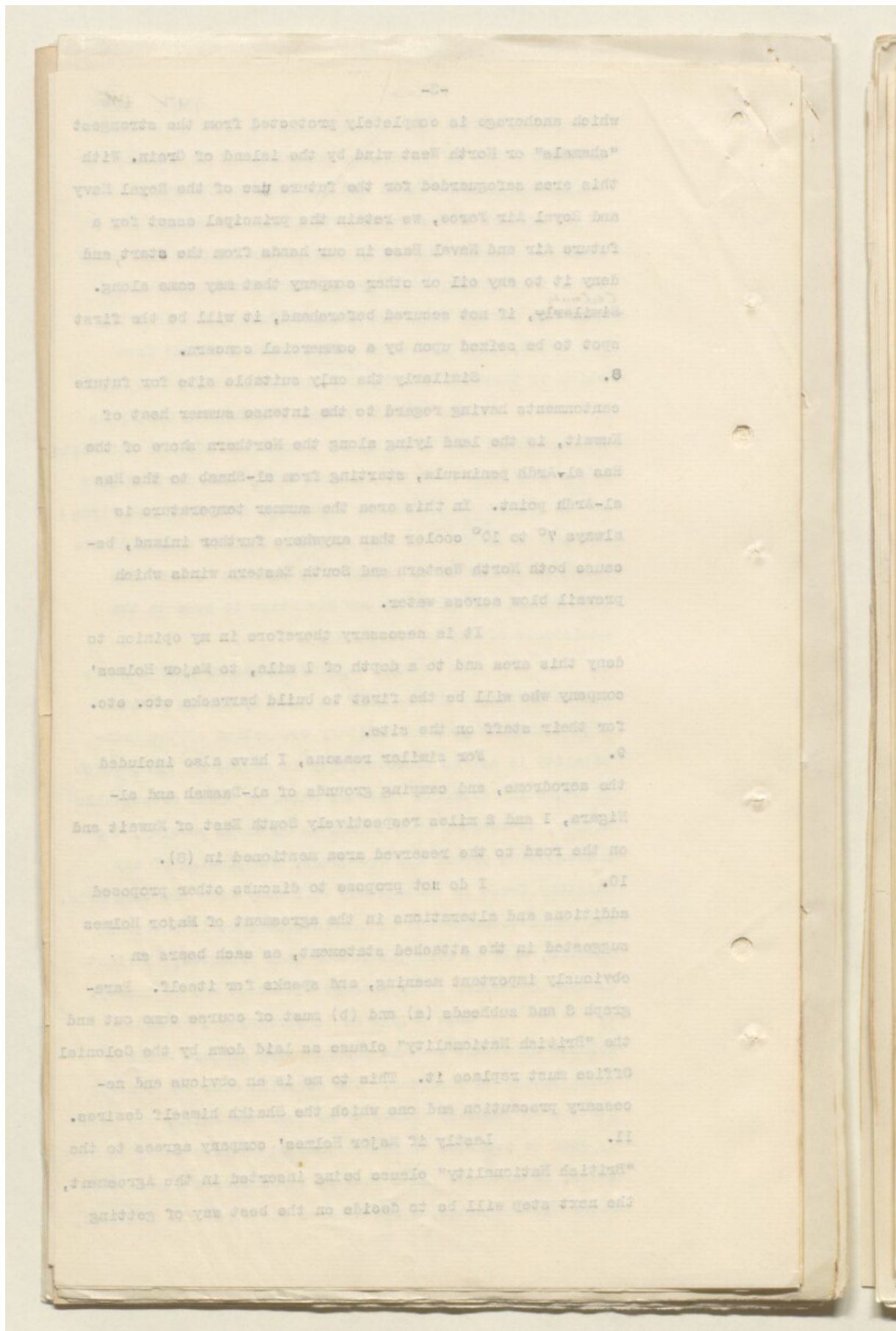
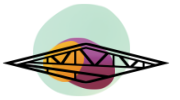
8. Similarly the only suitable site for future cantonments having regard to the intense summer heat of Kuwait, is the land lying along the Northern shore of the Ras al-Ardh peninsula, starting from al-Shaab to the Ras al-Ardh point. In this area the summer temperature is always 7° to 10° cooler than anywhere further inland, because both North Western and South Eastern winds which prevail blow across water.

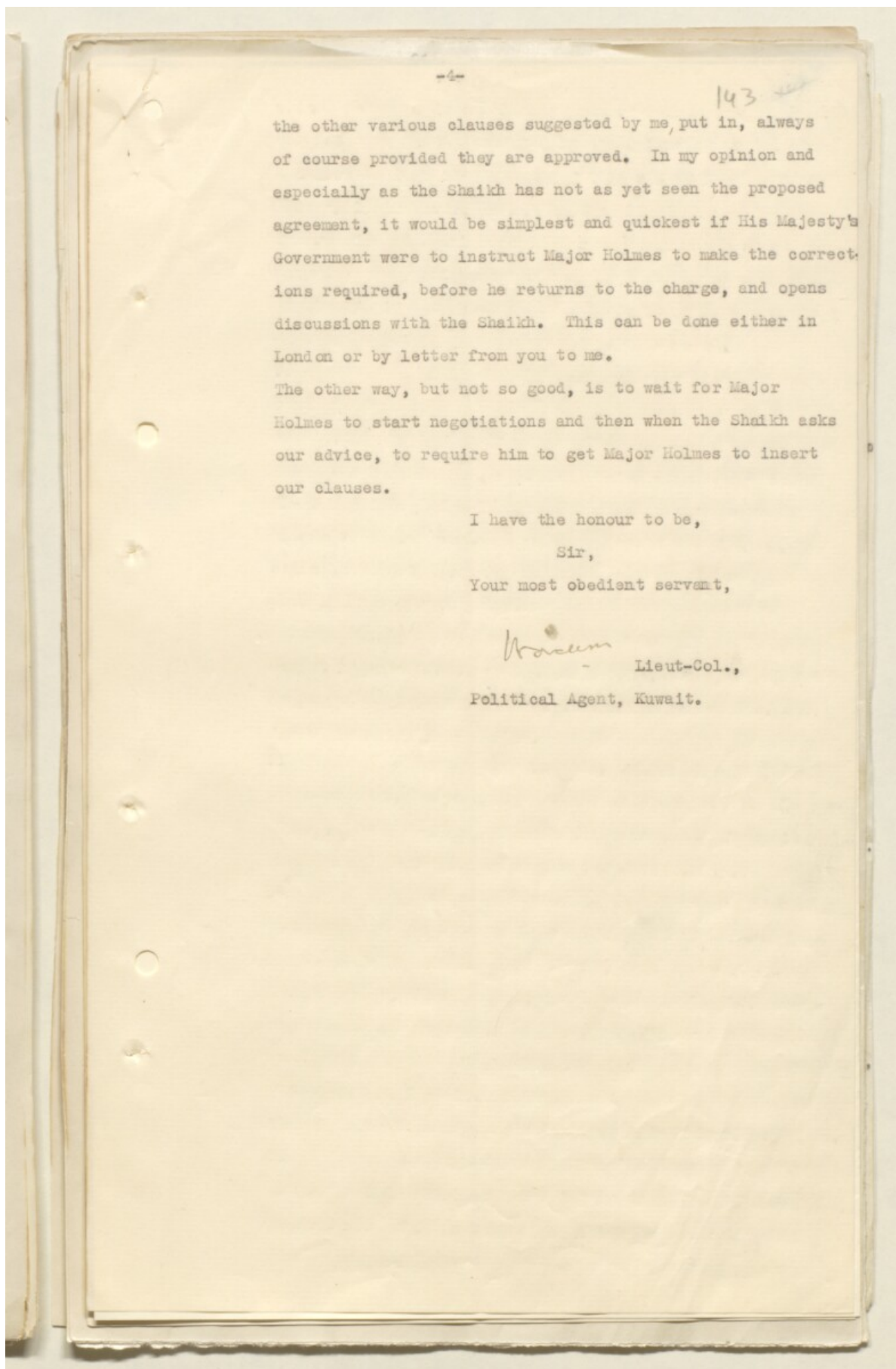
It is necessary therefore in my opinion to deny this area and to a depth of 1 mile, to Major Holmes' company who will be the first to build barracks etc. etc. for their staff on the site.

9. For similar reasons, I have also included the aerodrome, and camping grounds of al-Dasmah and al-Nigara, 1 and 2 miles respectively South East of Kuwait and on the road to the reserved area mentioned in (8).

10. I do not propose to discuss other proposed additions and alterations in the agreement of Major Holmes suggested in the attached statement, as each bears an obviously important meaning, and speaks for itself. Paragraph 8 and subheads (a) and (b) must of course come out and the "British Nationality" clause as laid down by the Colonial Office must replace it. This to me is an obvious and necessary precaution and one which the Shaikh himself desires.

11. Lastly if Major Holmes' company agrees to the "British Nationality" clause being inserted in the Agreement, the next step will be to decide on the best way of getting





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-4-

the other various clauses suggested by me, put in, always of course provided they are approved. In my opinion and especially as the Shaikh has not as yet seen the proposed agreement, it would be simplest and quickest if His Majesty's Government were to instruct Major Holmes to make the corrections required, before he returns to the charge, and opens discussions with the Shaikh. This can be done either in London or by letter from you to me.

The other way, but not so good, is to wait for Major Holmes to start negotiations and then when the Shaikh asks our advice, to require him to get Major Holmes to insert our clauses.

I have the honour to be,

Sir,

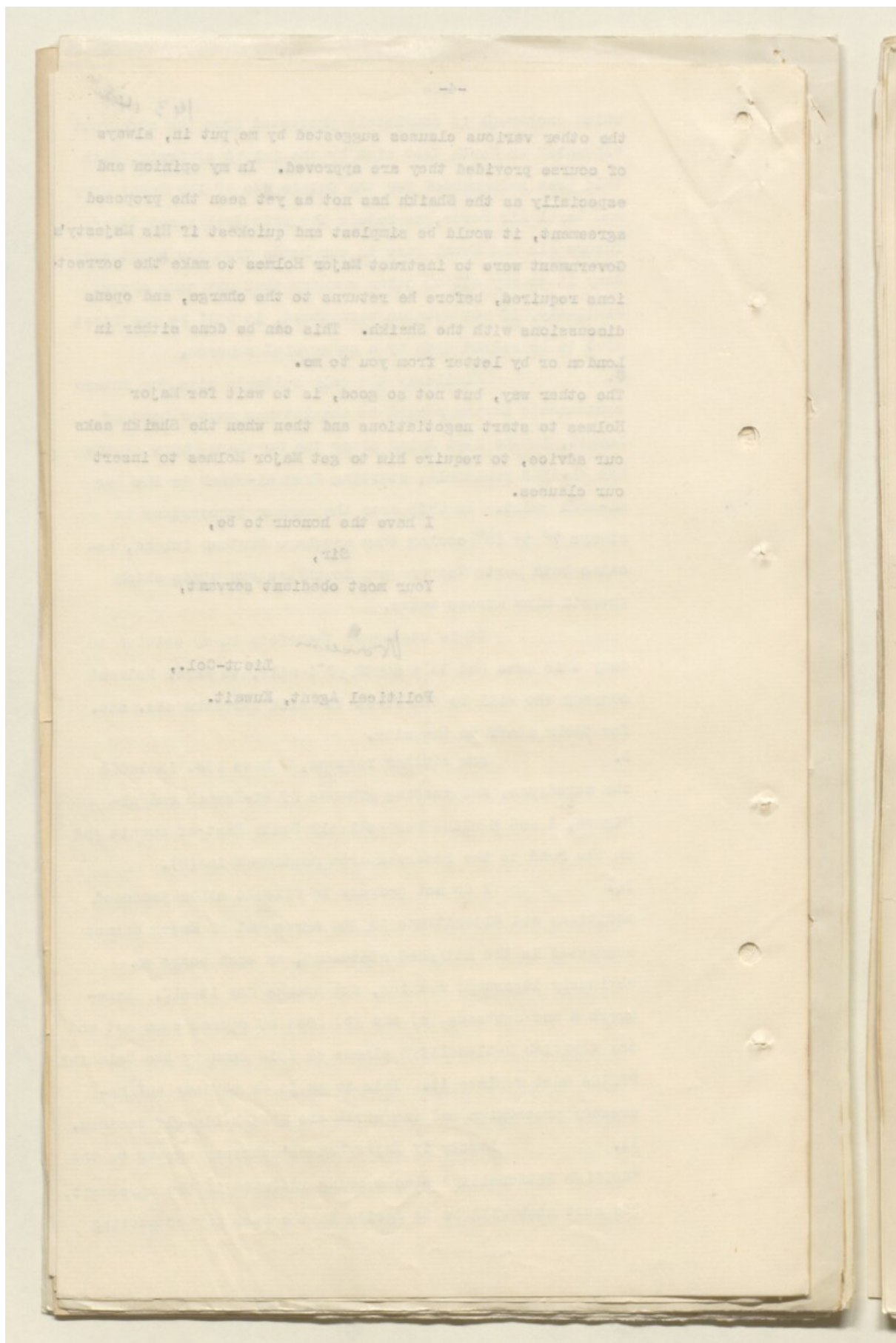
Your most obedient servant,

*W. G. M.*

Lieut-Col.,

Political Agent, Kuwait.







-5-

Statement showing corrections and additions which it is proposed should be made in Major Holmes' draft Oil Agreement of 1930 with the Shaikh of Kuwait.

(1) On page 1 line 6 the full titles "Shaikh Sir Ahmad bin Jabir al-Subah, K.C.I.E., C.S.I., Ruler of Kuwait" should be inserted.

(2) In article I, page 2, line 17 after the word Kuwait insert the words:-

"also saving the area known as the Shuwaikh lands and harbour, till recently leased to His Majesty's Government, as a Naval Coal Depot and Anchorage; and the existing Kuwait aerodromes together with the adjacent camping grounds of al-Dasma and al-Nigara in their entirety, also the Northern shore of the Ras al-Ardh promontory to a depth of 1 mile inland, from the house of Shaikh Abdullah al-Salim known as al-Shaab from the West to a point  $1\frac{1}{2}$  miles East of the village of Dimna.

(3) In article 2 (a) on page 4 line 15 after word interest insert "and the areas and places mentioned in article I above are excluded"

(4) In article 2 (c) on page 4, second line delete the words "in peace time".

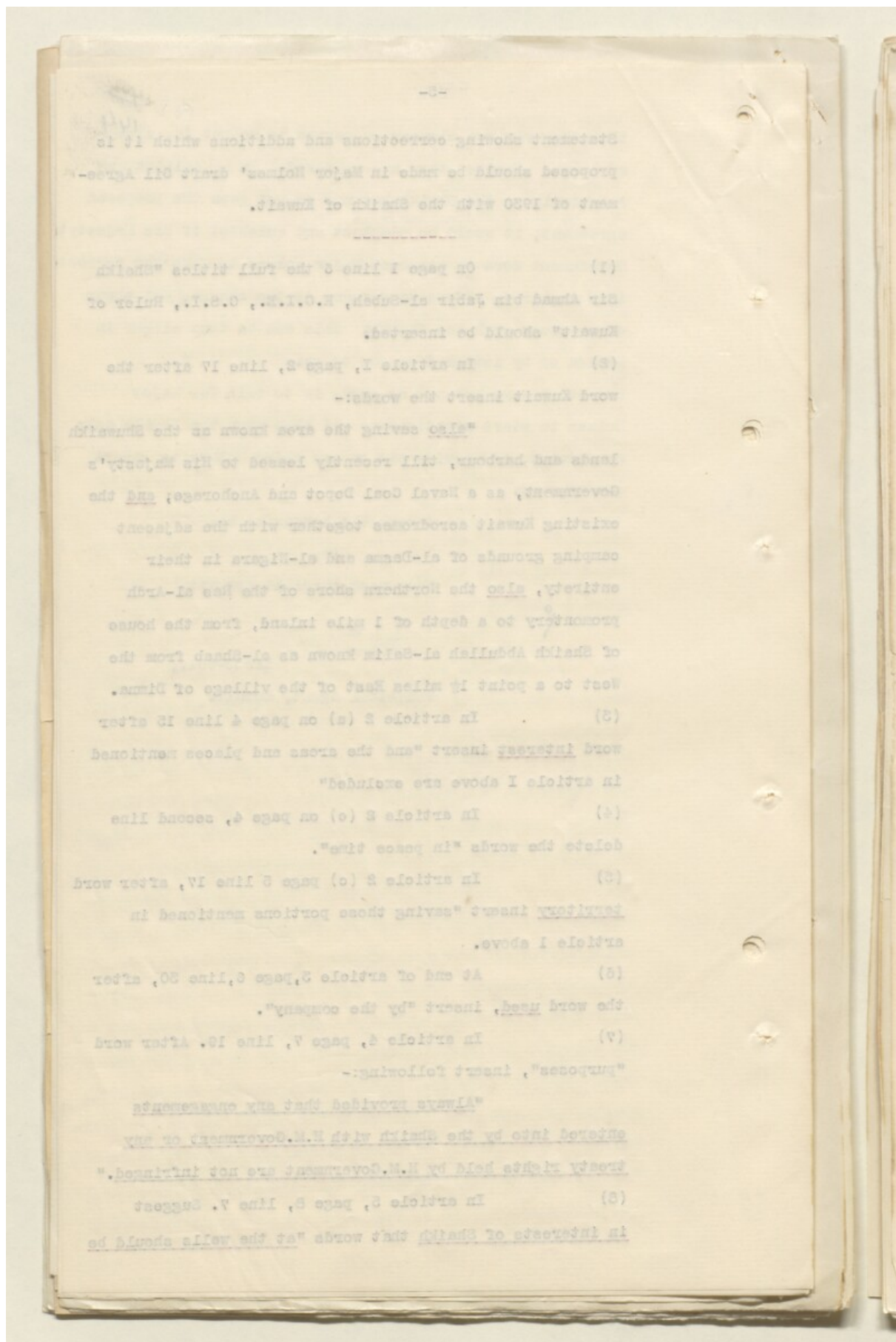
(5) In article 2 (c) page 5 line 17, after word territory insert "saving those portions mentioned in article 1 above.

(6) At end of article 3, page 6, line 30, after the word used, insert "by the company".

(7) In article 4, page 7, line 19. After word "purposes", insert following:-

"Always provided that any engagements entered into by the Shaikh with H.M. Government or any treaty rights held by H.M. Government are not infringed."

(8) In article 5, page 8, line 7. Suggest in interests of Shaikh that words "at the wells should be







-6-

replaced by words "at the port of export".

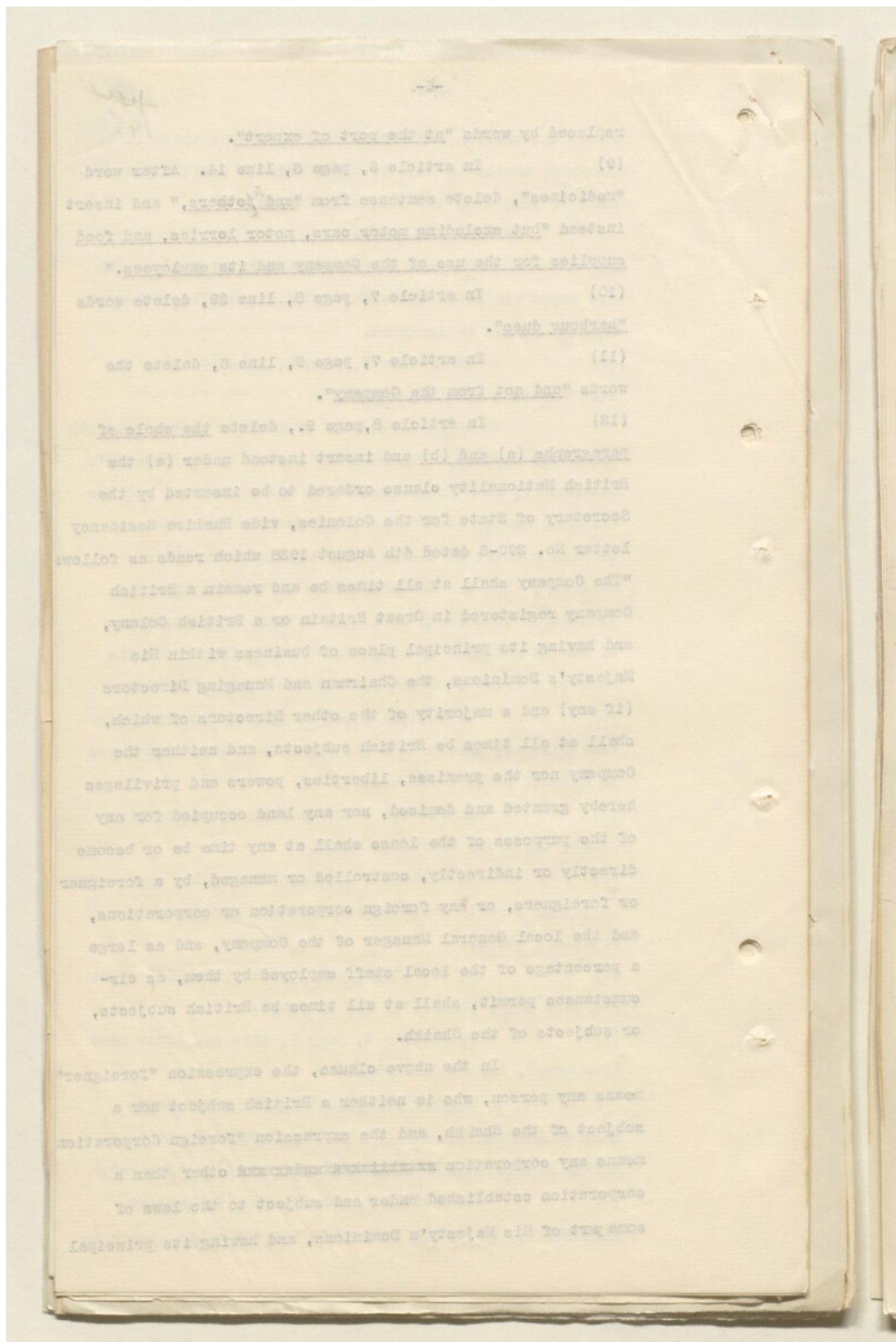
(9) In article 6, page 8, line 14. After word "medicines", delete sentence from "and <sup>for</sup> others," and insert instead "but excluding motor cars, motor lorries, and food supplies for the use of the Company and its employees."

(10) In article 7, page 8, line 29, delete words "harbour dues".

(11) In article 7, page 9, line 8, delete the words "and not from the Company".

(12) In article 8, page 9., delete the whole of paragraphs (a) and (b) and insert instead under (a) the British Nationality clause ordered to be inserted by the Secretary of State for the Colonies, vide Bushire Residency letter No. 290-S dated 4th August 1928 which reads as follows "The Company shall at all times be and remain a British Company registered in Great Britain or a British Colony, and having its principal place of business within His Majesty's Dominions, the Chairman and Managing Directors (if any) and a majority of the other Directors of which, shall at all times be British subjects, and neither the Company nor the premises, liberties, powers and privileges hereby granted and demised, nor any land occupied for any of the purposes of the lease shall at any time be or become directly or indirectly, controlled or managed, by a foreigner or foreigners, or any foreign corporation or corporations, and the local General Manager of the Company, and as large a percentage of the local staff employed by them, as circumstances permit, shall at all times be British subjects, or subjects of the Shaikh.

In the above clause, the expression "foreigner" means any person, who is neither a British subject nor a subject of the Shaikh, and the expression "foreign Corporation" means any corporation ~~established under and~~ other than a corporation established under and subject to the laws of some part of His Majesty's Dominions, and having its principal







-7-

place of business in those Dominions".

Note In article 8, and in view of alterations in article 12 above, existing paragraph (c) becomes (b), and existing paragraph (d) becomes (c).

13. In article 9, page 12, at end of article after word "Directors", insert following "Always provided that the control over British subjects and other non-muslim foreigners remains vested in the hands of the Political Agent as laid down in His Majesty's Kuwait Order in Council of 1925, and that the provisions of the said Order in Council are not infringed in any way."

(14) In article 11, page 12, after word "subjects" insert following "and shall not run counter to, or act in anyway contrary to the interests of H.M.Government having due regard to the engagements, agreements and treaties entered into by the Shaikh with H.M.Government."

(15) In article 12, page 12. Instead of word "countrymen" in brackets, insert word "Arabs" and immediately after it insert words, "who should be".

(16) In article 14, page 14, line 7. After word Kuwait insert words "and the other places and areas mentioned in article I above."

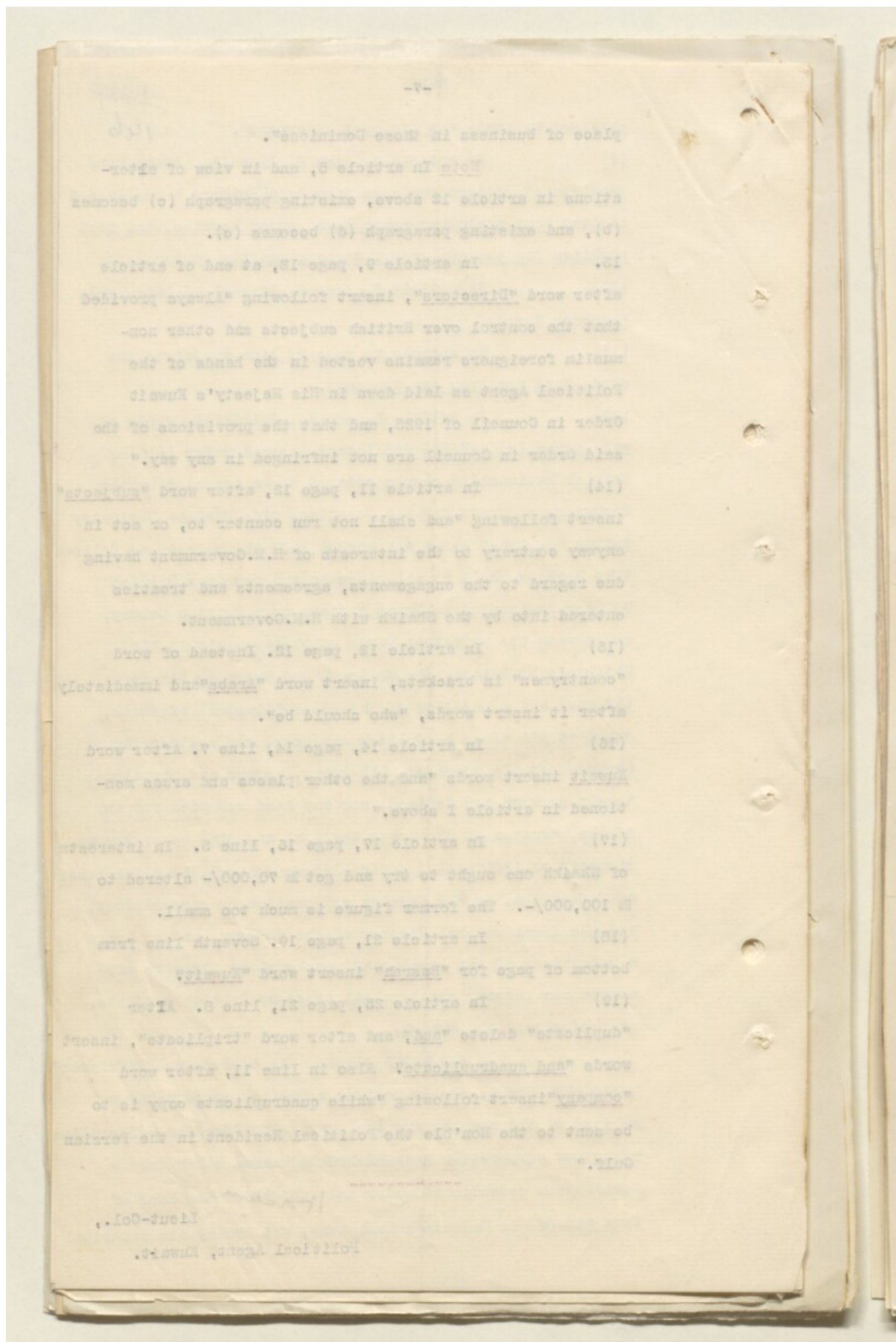
(17) In article 17, page 16, line 5. In interests of Shaikh one ought to try and get Rs 70,000/- altered to Rs 100,000/-. The former figure is much too small.

(18) In article 21, page 19. Seventh line from bottom of page for "Basrah" insert word "Kuwait".

(19) In article 25, page 21, line 8. After "duplicate" delete "and"; and after word "triplicate", insert words "and quadruplicate". Also in line 11, after word "company" insert following "while quadruplicate copy is to be sent to the Hon'ble the Political Resident in the Persian Gulf."

-----  
Political Agent, Kuwait.







Confidential.

147

British Residency and Consulate-General,  
Bushire, 6th October 1930.

No. 42 of 1930.

My Lord,

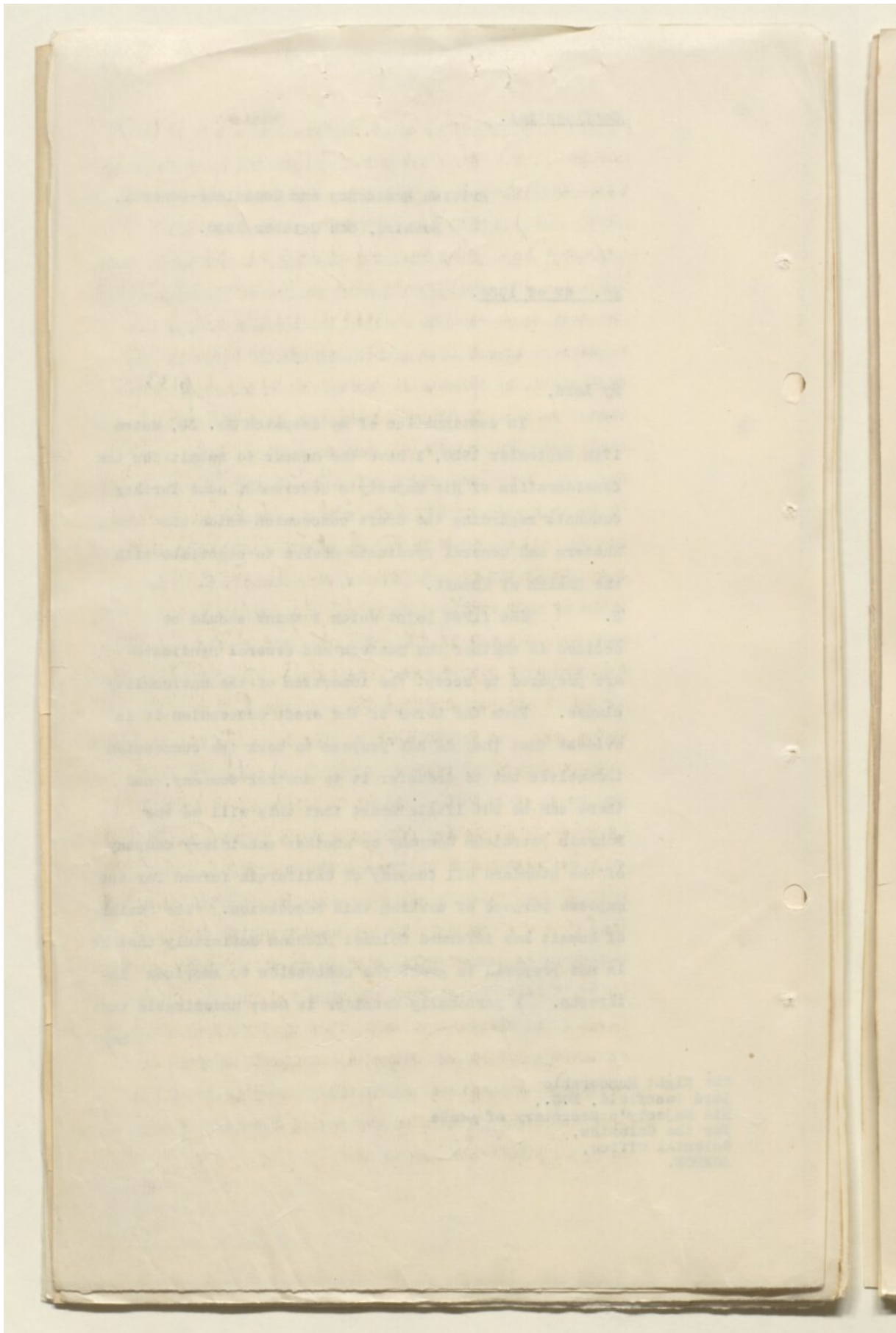
p133

In continuation of my despatch No. 38, dated 17th September 1930, I have the honour to submit for the consideration of His Majesty's Government some further comments regarding the draft concession which the Eastern and General Syndicate desire to negotiate with the Shaikh of Kuwait.

2. The first point which I think should be decided is whether the Eastern and General Syndicate are prepared to accept the insertion of the nationality clause. From the terms of the draft concession it is evident that they do not propose to work the concession themselves but to transfer it to another company, and there can be but little doubt that this will be the Bahrain Petroleum Company or another subsidiary company of the Standard Oil Company of California formed for the express purpose of working this concession. The Shaikh of Kuwait has informed Colonel Dickson definitely that he is not prepared to grant the concession to American interests. I personally consider it most undesirable that

he/

The Right Honourable  
Lord Passfield, P.C.,  
His Majesty's Secretary of State  
for the Colonies,  
Colonial Office,  
LONDON.





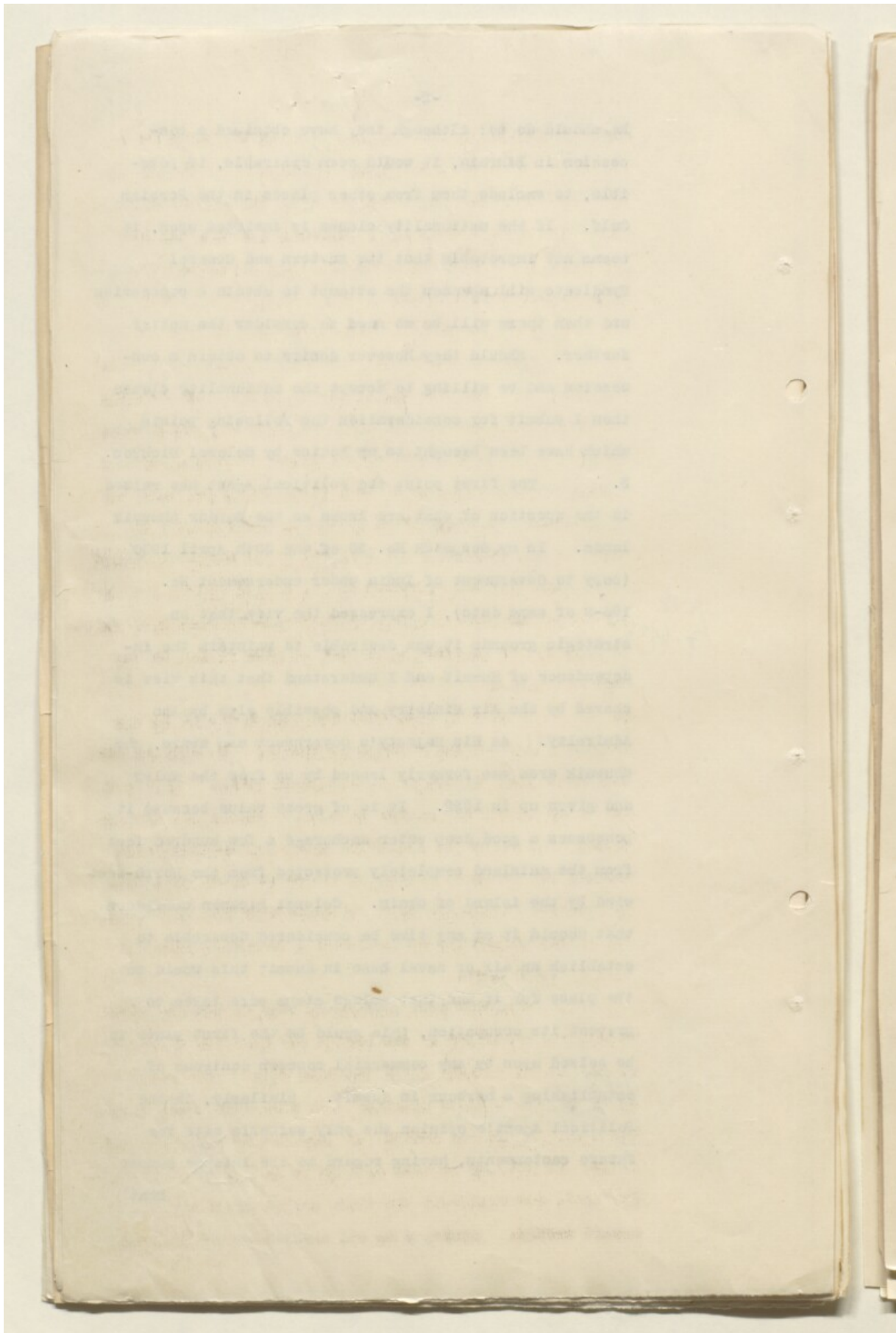


-2-

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he should do so: although they have obtained a concession in Bahrain, it would seem desirable, if possible, to exclude them from other places in the Persian Gulf. If the nationality clause is insisted upon, it seems not improbable that the Eastern and General Syndicate will abandon the attempt to obtain a concession and then there will be no need to consider the matter further. Should they however desire to obtain a concession and be willing to accept the nationality clause then I submit for consideration the following points which have been brought to my notice by Colonel Dickson.

3. The first point the Political Agent has raised is the question of what are known as the Bandar Shuwaik lands. In my despatch No. 20 of the 30th April 1930 (copy to Government of India under endorsement No. 196-S of same date), I expressed the view that on strategic grounds it was desirable to maintain the independence of Kuwait and I understand that this view is shared by the Air Ministry and possibly also by the Admiralty. As His Majesty's Government are aware, the Shuwaik area was formerly leased by us from the Ruler and given up in 1922. It is of great value because it possesses a good deep water anchorage a few hundred feet from the mainland completely protected from the North-west wind by the island of Grain. Colonel Dickson considers that should it at any time be considered desirable to establish an air or naval base in Kuwait this would be the place for it and that unless steps were taken to prevent its occupation, this would be the first place to be seized upon by any commercial concern desirous of establishing a harbour in Kuwait. Similarly, in the Political Agent's opinion the only suitable site for future cantonments, having regard to the intense summer heat





-3-

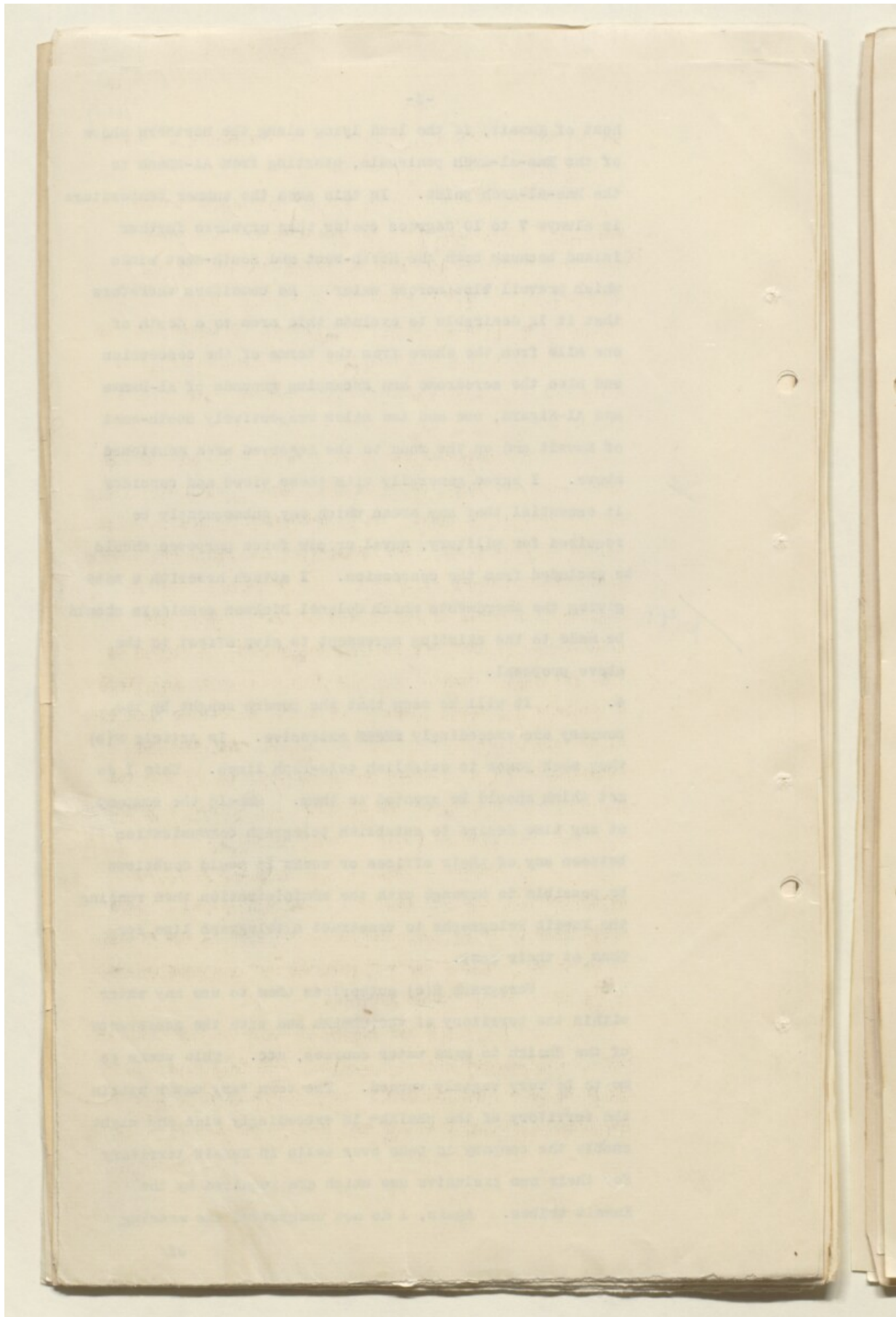
heat of Kuwait, is the land lying along the northern shore of the Has-al-Ardh peninsula, starting from Al-Shaab to the Has-al-Ardh point. In this area the summer temperature is always 7 to 10 degrees cooler than anywhere further inland because both the North-west and South-east winds which prevail blow across water. He considers therefore that it is desirable to exclude this area to a depth of one mile from the shore from the terms of the concession and also the aerodrome and encamping grounds of Al-Damma and Al-Nigara, one and two miles respectively south-east of Kuwait and on the road to the reserved area mentioned above. I agree generally with these views and consider it essential that any areas which may subsequently be required for military, naval or air force purposes should be excluded from the concession. I attach herewith a note giving the amendments which Colonel Dickson considers should be made to the existing agreement to give effect to the above proposal.

4. It will be seen that the powers sought by the company are exceedingly ~~extensive~~ extensive. In Article 2(b) they seek power to establish telegraph lines. This I do not think should be granted to them. Should the company at any time desire to establish telegraph communication between any of their offices or works it would doubtless be possible to arrange with the administration then running the Kuwait telegraphs to construct a telegraph line for them at their cost.

5. Paragraph 2(c) authorises them to use any water within the territory of the Shaikh and with the assistance of the Shaikh to make water courses, etc. This seems to me to be very vaguely worded. The term "any water within the territory of the Shaikh" is exceedingly wide and might enable the company to take over wells in Kuwait territory for their own exclusive use which are required by the Kuwait tribes. Again, I do not understand the meaning

of/







-4-

of the words "with the assistance of the Shaikh". Does this impose any liability on him or not ?

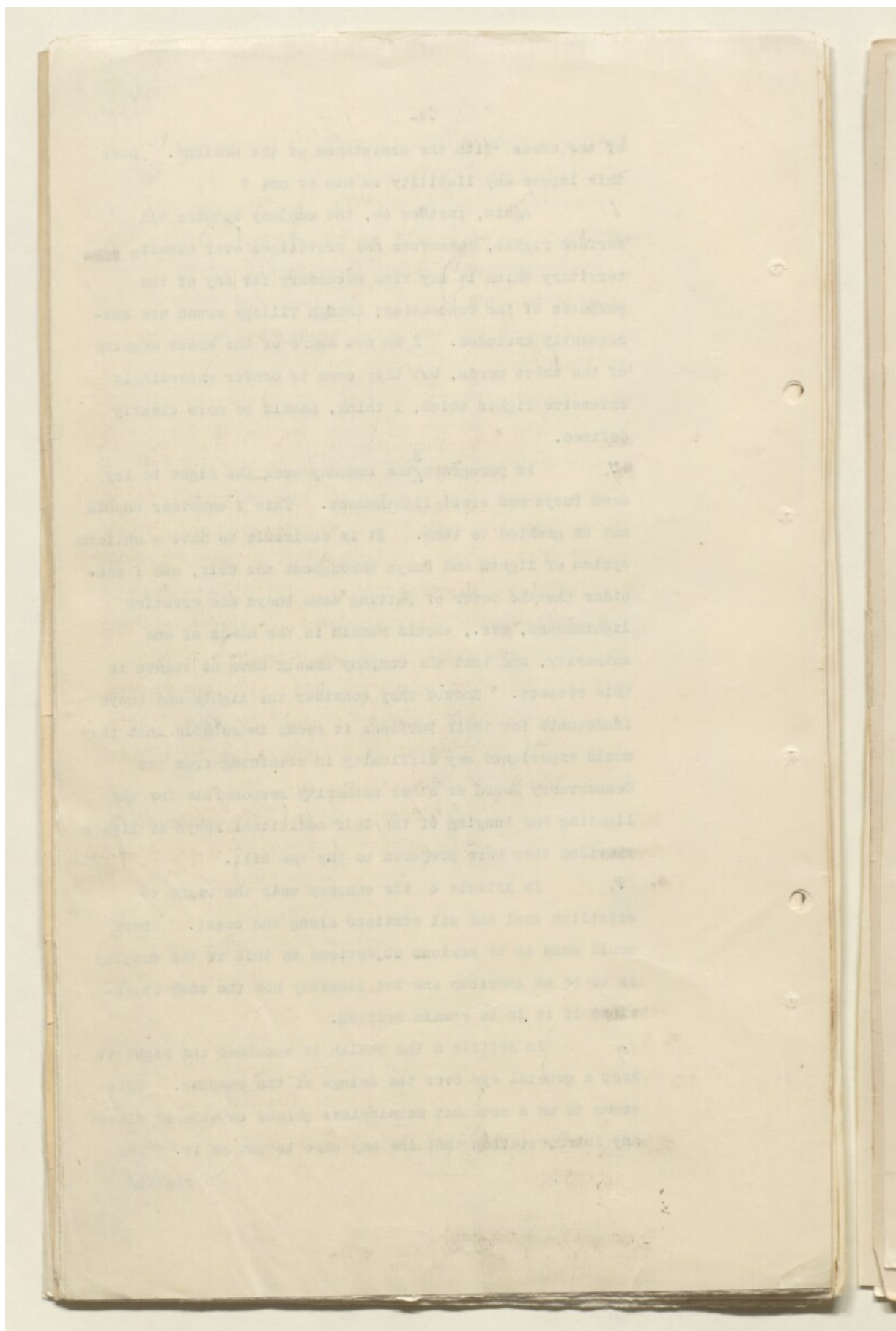
6. Again, further on, the company acquire all surface rights, easements and privileges over Kuwait territory which it may find necessary for any of the purposes of the concession; though village areas are subsequently excluded. I am not aware of the exact meaning of the above words, but they seem to confer exceedingly extensive rights which, I think, should be more clearly defined.

7. In paragraph<sup>3</sup> the company seek the right to lay down buoys and erect lighthouses. This I consider should not be granted to them. It is desirable to have a uniform system of lights and buoys throughout the Gulf, and I consider that the power of putting down buoys and erecting lighthouses, etc., should remain in the hands of one authority, and that the company should have no rights in this respect. Should they consider the lights and buoys inadequate for their purposes it seems improbable that they would experience any difficulty in obtaining from the Conservancy Board or other authority responsible for the lighting and buoying of the Gulf additional buoys or lights provided they were prepared to pay the bill.

8. In Article 4 the company seek the right to establish coal and oil stations along the coast. There would seem to be serious objections to this if the company is to be an American one but possibly not the same objections if it is to remain British.

9. In Article 5 the Shaikh is accorded the right to keep a general eye over the doings of the company. This seems to me a somewhat meaningless phrase capable of almost any interpretation that one may care to put on it. The

rights/







-5-

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rights of the Shaikh in this respect should, I think, be much more closely defined.

10. For the reasons stated above Articles 8(a) and (b) should, I consider, be replaced by the nationality clause. It will be seen that Major Holmes proposes to be Chief Local Representative at Kuwait as well as at Bahrain. I do not see how this is possible. The intention of appointing Major Holmes chief local representative at Bahrain was to have someone more or less permanently on the spot with whom any questions that arose could at once be discussed. It would seem impossible for Major Holmes to fulfil this function in two separate places. In this connection I may mention that I gained the impression when talking to Major Holmes that it was by no means his intention to reside permanently at Bahrain and this impression has been strengthened by the present concession. I would venture to suggest therefore that an enquiry should be made from the Eastern and General Syndicate as to Major Holmes' intentions in this respect and that some arrangement should be come to under which he should reside for some stipulated period, say, nine months in each year, at Bahrain.

I am sending a copy of this despatch, and of its enclosure, to the Foreign Secretary to the Government of India.

I have the honour to be,

My Lord,

Your Lordship's most obedient,  
humble servant,

*Sent under Encl<sup>6</sup> No. 544-B.  
g. date on despatch.  
J.S.  
7.10.*

*ofc*

*J.H.M.*

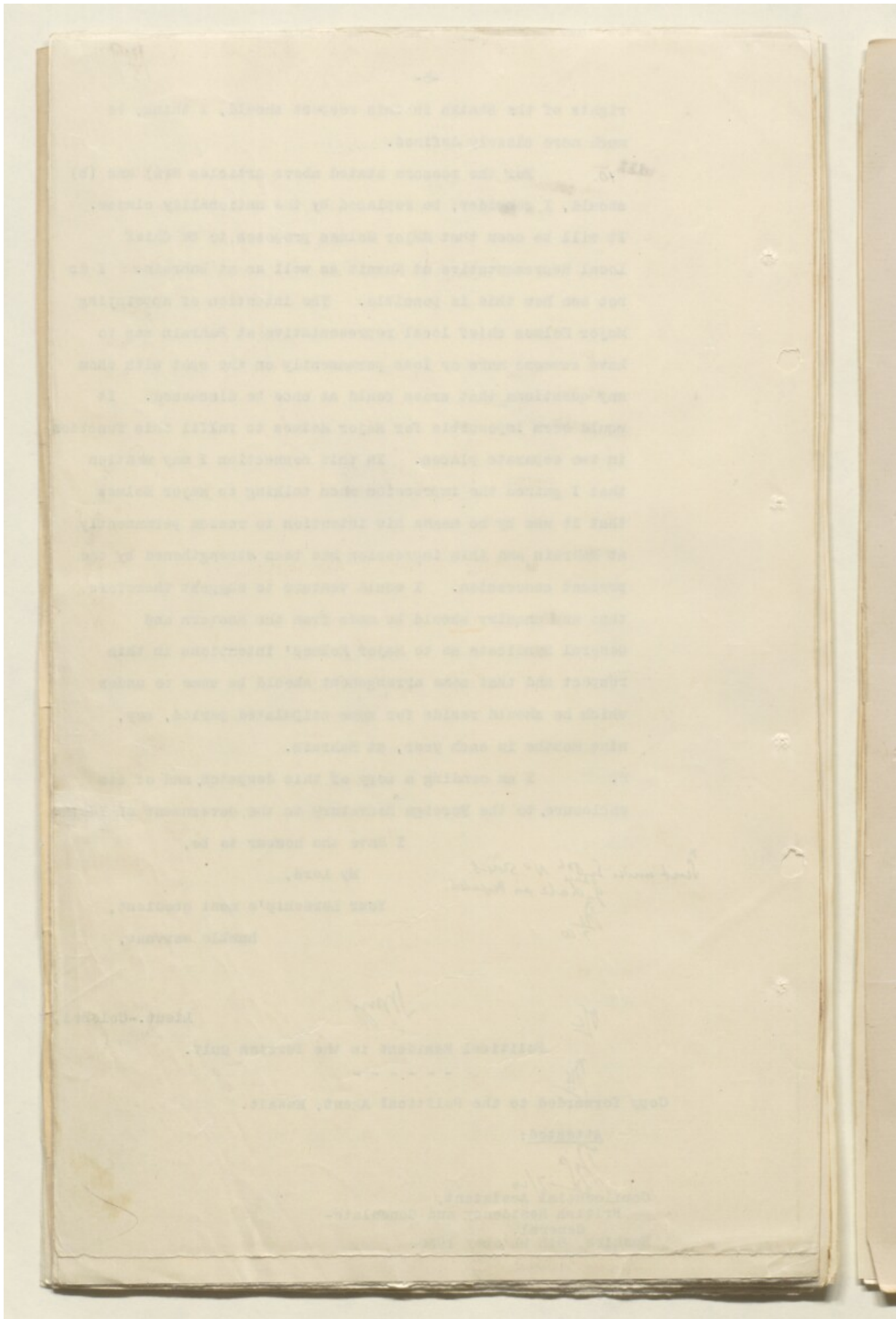
Lieut.-Colonel,

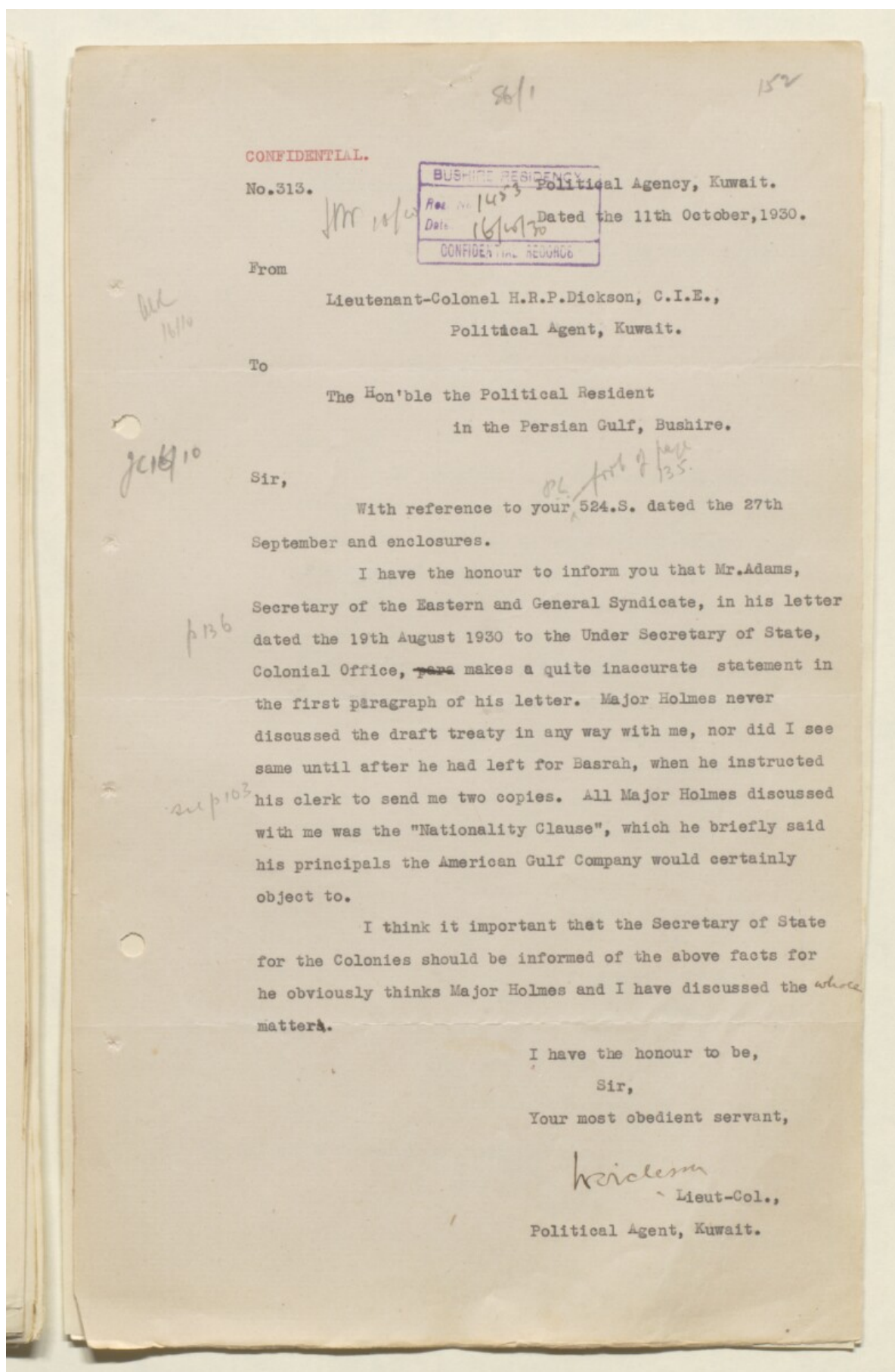
Political Resident in the Persian Gulf.

Copy forwarded to the Political Agent, Kuwait.

Attested:

*J.S.*  
Confidential Assistant,  
British Residency and Consulate-  
General.  
Bushire, 6th October 1890.





CONFIDENTIAL.

No. 313.

BUSHIRE RESIDENCY	
Rec. No. 1485	Political Agency, Kuwait.
Date 16/10/30	Dated the 11th October, 1930.
CONFIDENTIAL RECORDS	

From

Lieutenant-Colonel H.R.P. Dickson, C.I.E.,  
Political Agent, Kuwait.

To

The Hon'ble the Political Resident  
in the Persian Gulf, Bushire.

Sir,

With reference to your 524.S. dated the 27th  
September and enclosures.

I have the honour to inform you that Mr. Adams,  
Secretary of the Eastern and General Syndicate, in his letter  
dated the 19th August 1930 to the Under Secretary of State,  
Colonial Office, ~~para~~ makes a quite inaccurate statement in  
the first paragraph of his letter. Major Holmes never  
discussed the draft treaty in any way with me, nor did I see  
same until after he had left for Basrah, when he instructed  
his clerk to send me two copies. All Major Holmes discussed  
with me was the "Nationality Clause", which he briefly said  
his principals the American Gulf Company would certainly  
object to.

I think it important that the Secretary of State  
for the Colonies should be informed of the above facts for  
he obviously thinks Major Holmes and I have discussed the whole  
matter.

I have the honour to be,

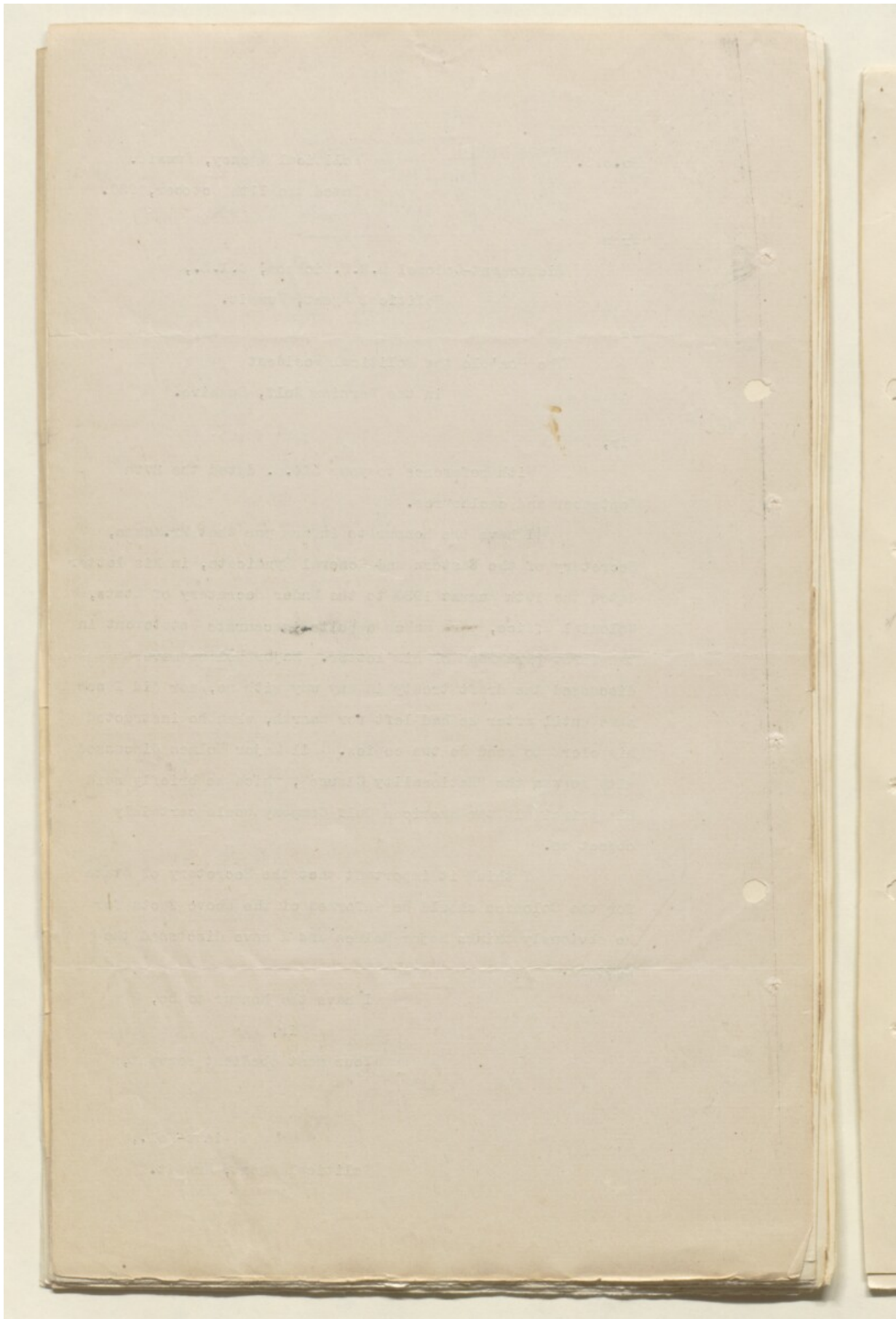
Sir,

Your most obedient servant,

H.R.P. Dickson

Lieut-Col.,  
Political Agent, Kuwait.







Confidential.

British Residency & Consulate-General,  
Bushire, the 20th October 1930.

No.43.

Sir,

In continuation of my despatch No.42, dated 6th October 1930, and with reference to letter dated 19th August 1930, addressed by the Eastern & General Syndicate Limited to the Colonial Office, I have the honour to state that Colonel Dickson has asked me to explain that Major Holmes never discussed the draft treaty with him and that he did not as a matter of fact see the draft treaty until Major Holmes had left Basrah, when he instructed his clerk to send Colonel Dickson two copies. All that Major Holmes did discuss with Colonel Dickson was the nationality clause, which he said his principals, the American Gulf Company, would certainly object to.

I have the honour to be,

Sir,

Your most obedient,

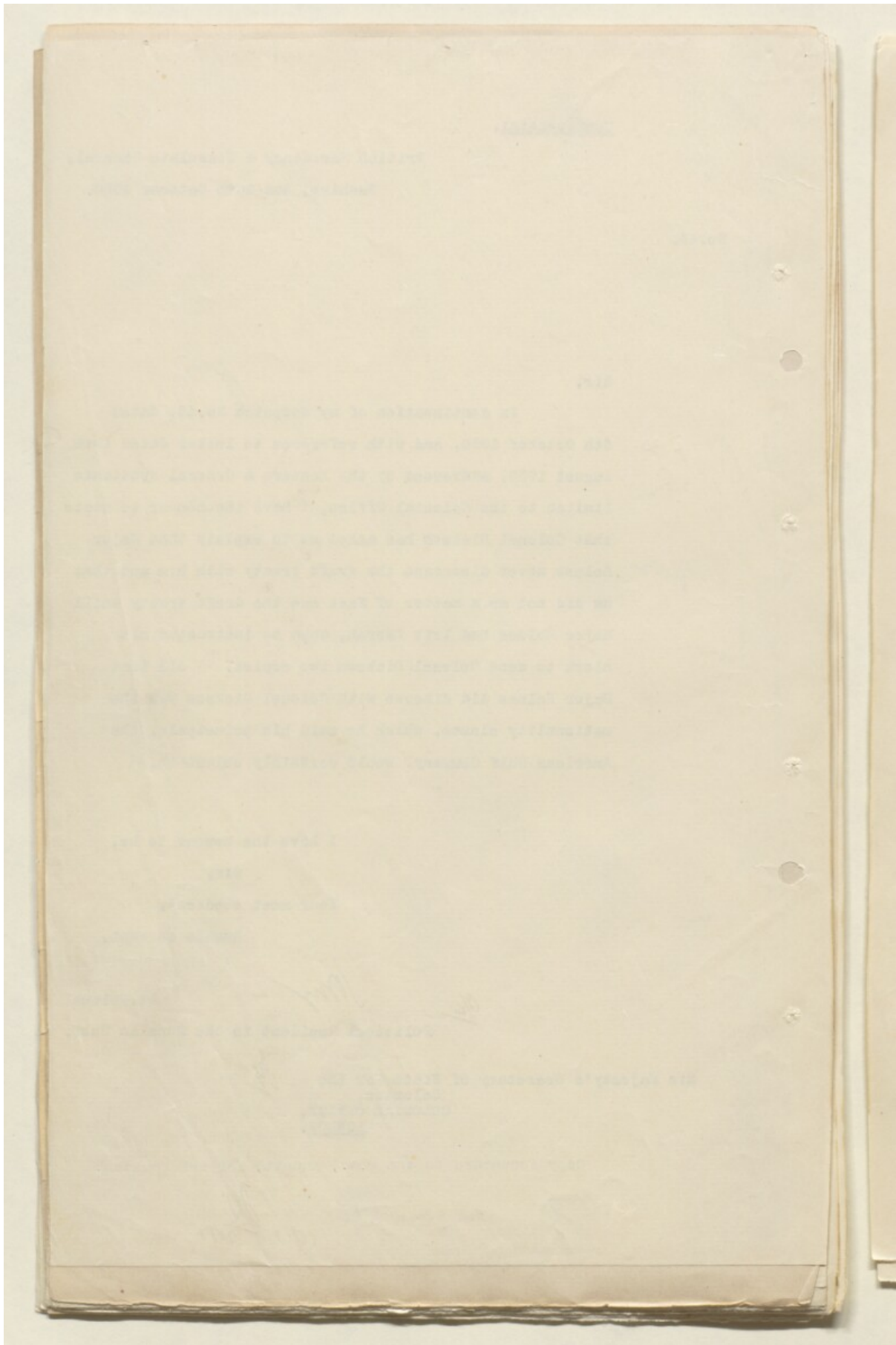
humble servant,

Lt.Colonel,

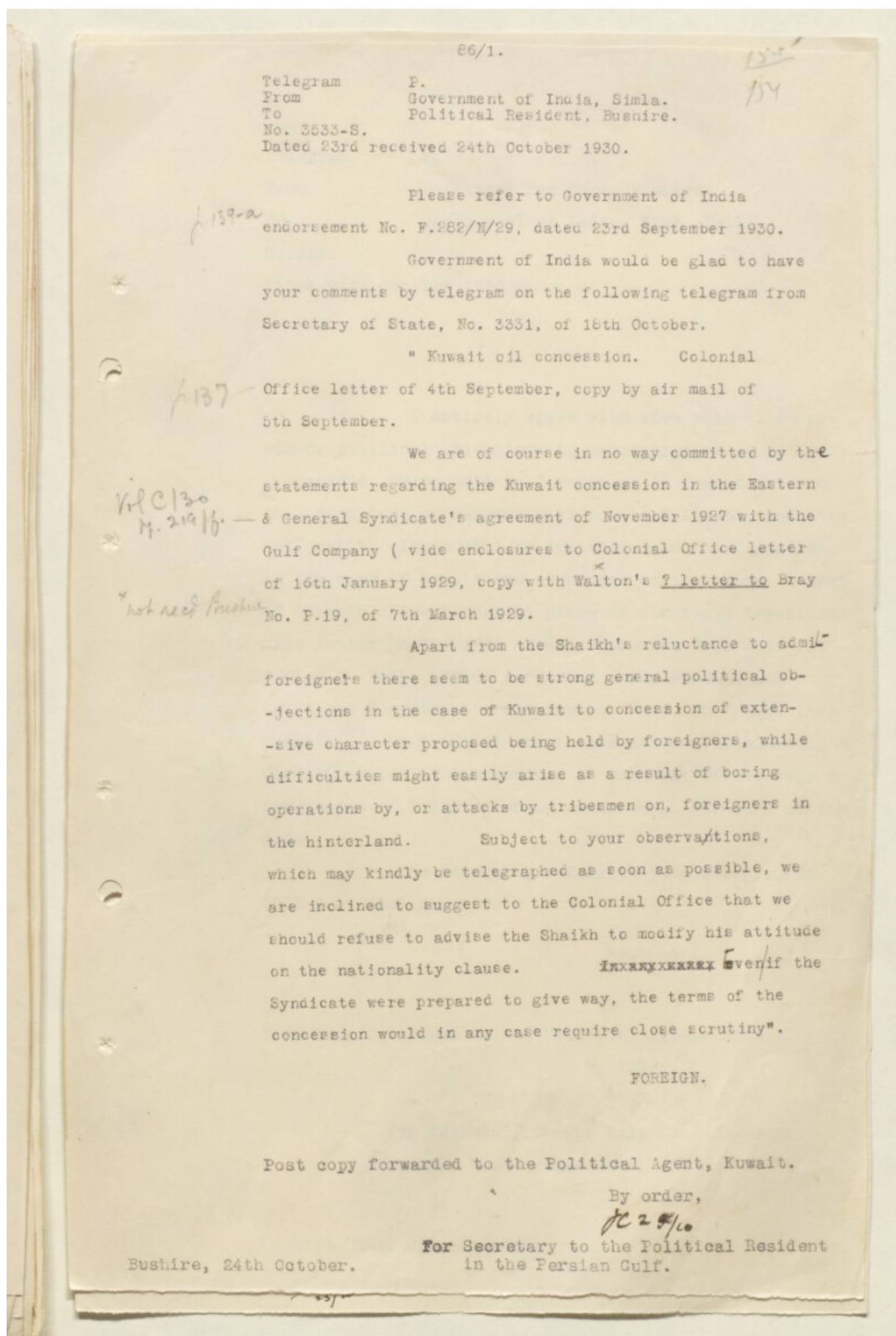
Political Resident in the Persian Gulf.

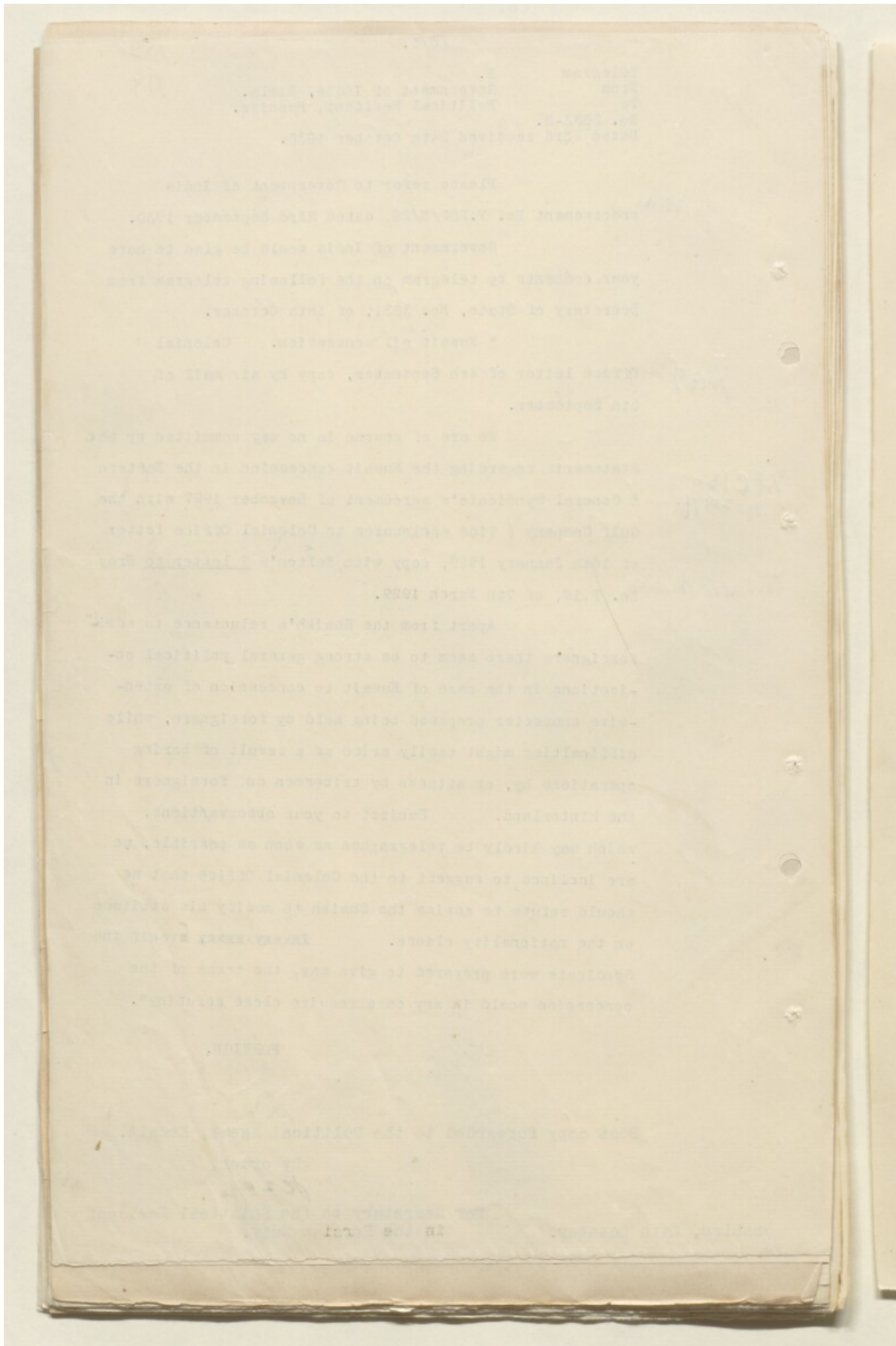
His Majesty's Secretary of State for the  
Colonies,  
COLONIAL OFFICE,  
LONDON.

Copy forwarded to the P.A., Kuwait, for information.











86/1.

Telegram P.  
From Political Resident, Bushire.  
To Government of India, Simi Delhi.  
No.946.  
Dated 24th October 1930.

P.137  
Q.147  
I entirely agree with view that there are strong political objections to concession of so extensive a character being held by foreigners in Kuwait and trust that precedent of Bahrain will not be followed, and that nationality clause will be insisted upon. Objections in the case of Kuwait are even more serious than in case of Bahrein since former is place of strategic importance vide letter No.79171/30 of 6th September from Colonial Office to India Office forwarded under Foreign and Political Department's endorsement No.F.172-N/30 of 15th October. My detailed criticisms are contained in my despatch No.42 of 6th October to Colonial Office copy to Government of India under my endorsement No.544-S of same date. P.157-a

The foregoing refers to your telegram No. 3533-S of 23rd October. P.154

Resident.

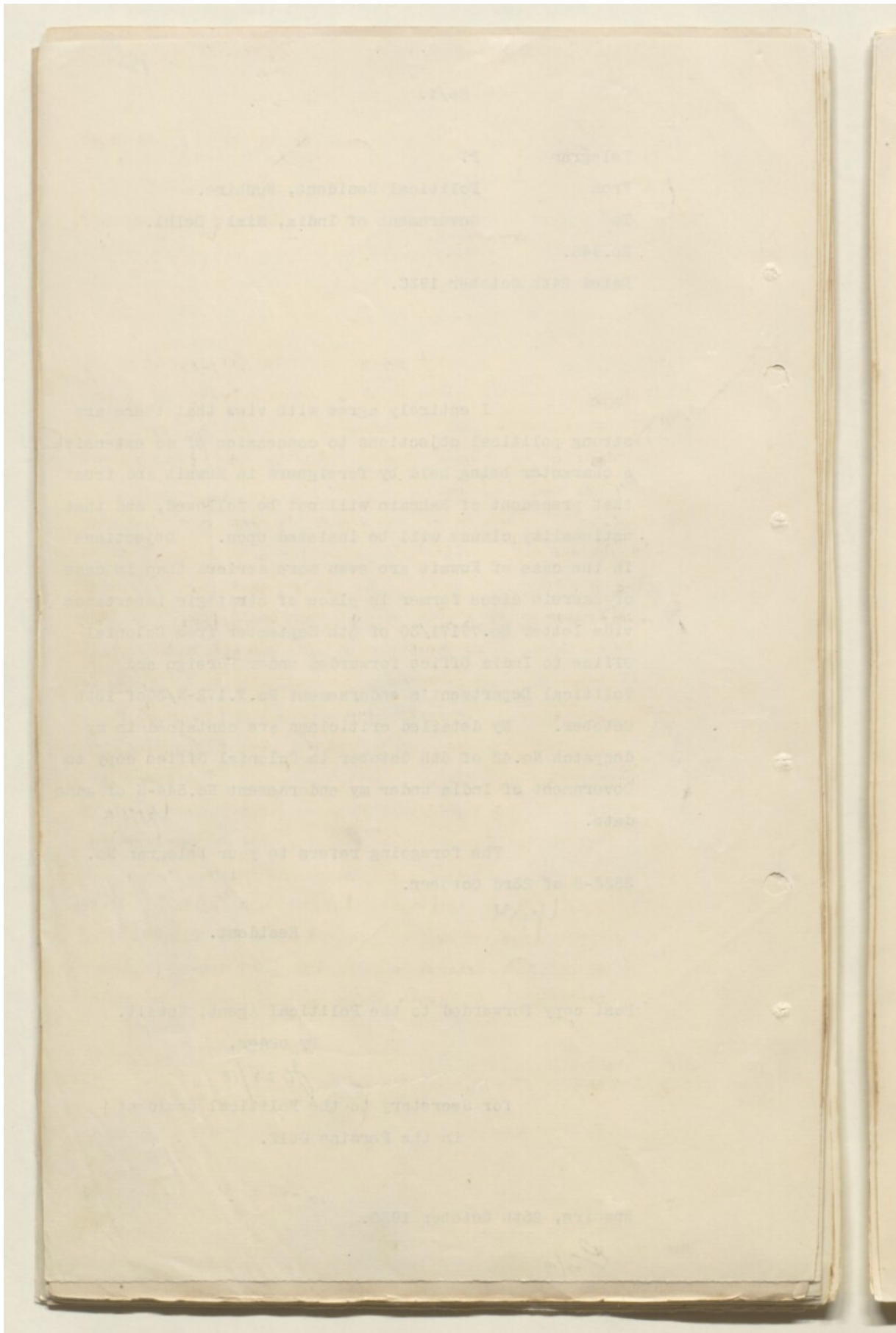
Post copy forwarded to the Political Agent, Kuwait.

By order,

Jc 25/10  
for Secretary to the Political Resident  
in the Persian Gulf.

Bushire, 25th October 1930.  
K2  
25/10







Confidential.

Office of the Political Resident  
in the Persian Gulf,

No. 40.7

Camp, Bahrain,

Dated the 9<sup>th</sup> November 1930.

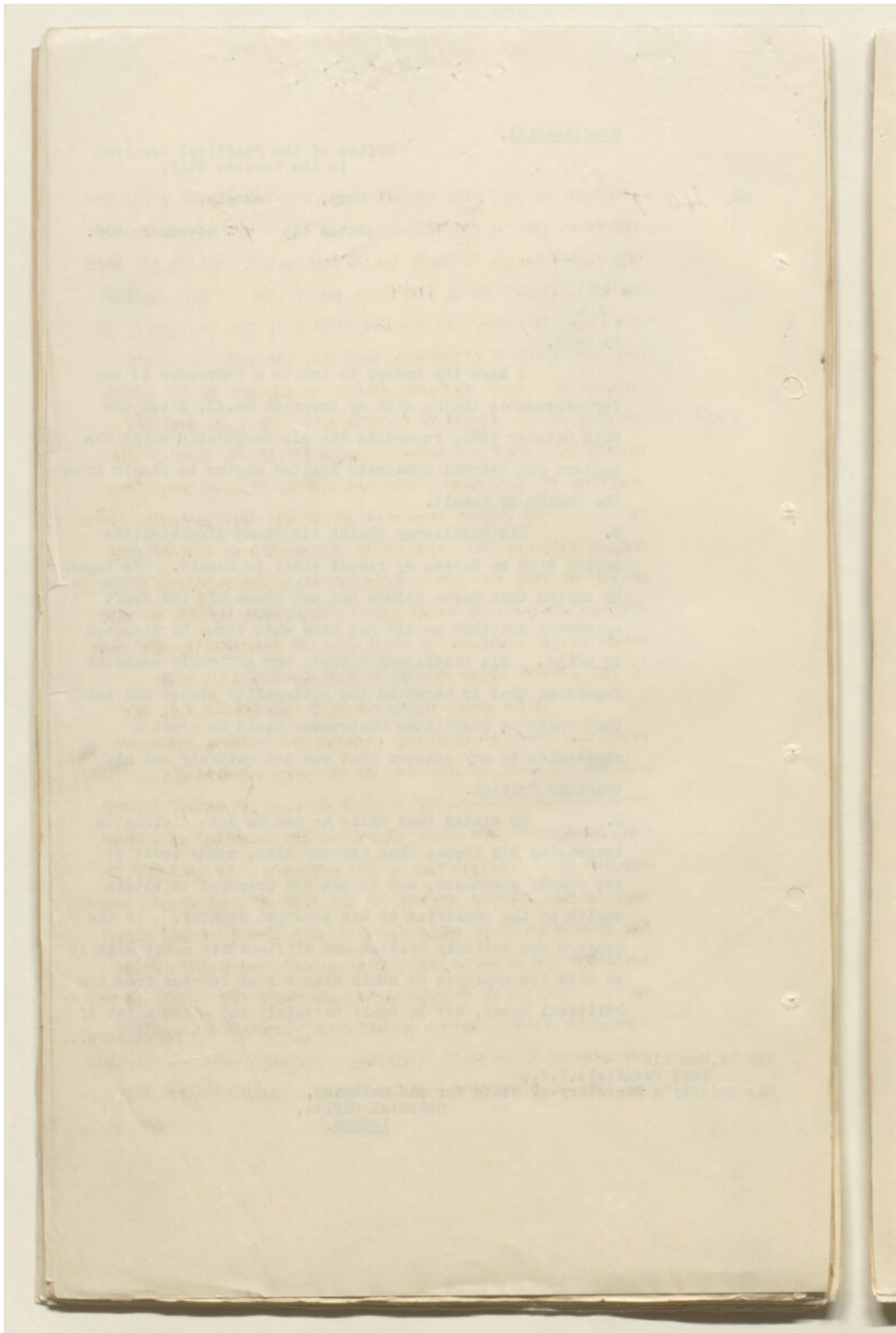
My Lord,

p.153 — I have the honour to invite a reference to the correspondence ending with my despatch No.43, dated the 20th October 1930, regarding the oil concession which the Eastern and General Syndicate Limited desire to obtain from the Shaikh of Kuwait.

2. His Excellency Shaikh Sir Ahmad discussed the matter with me during my recent visit to Kuwait. He began by saying that Major Holmes had not shown him the draft agreement and that he did not know what terms he proposed to offer. His Excellency however was extremely emphatic regarding what is known as the nationality clause and said that under no conditions whatsoever would he grant a concession to any concern that was not entirely and altogether British.

3. He stated that while he had no more dislike to increasing his income than anybody else, money could be too dearly purchased, and he was not prepared to obtain wealth at the sacrifice of his personal dignity. If the concern was entirely British and difficulties arose with it or with its employes he could always seek redress from his Political Agent, but he would certainly not allow a lot of foreigners...

The Rt.Hon'ble  
Lord Passfield, P.C.,  
His Majesty's Secretary of State for the Colonies,  
Colonial Office,  
LONDON.







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-2-

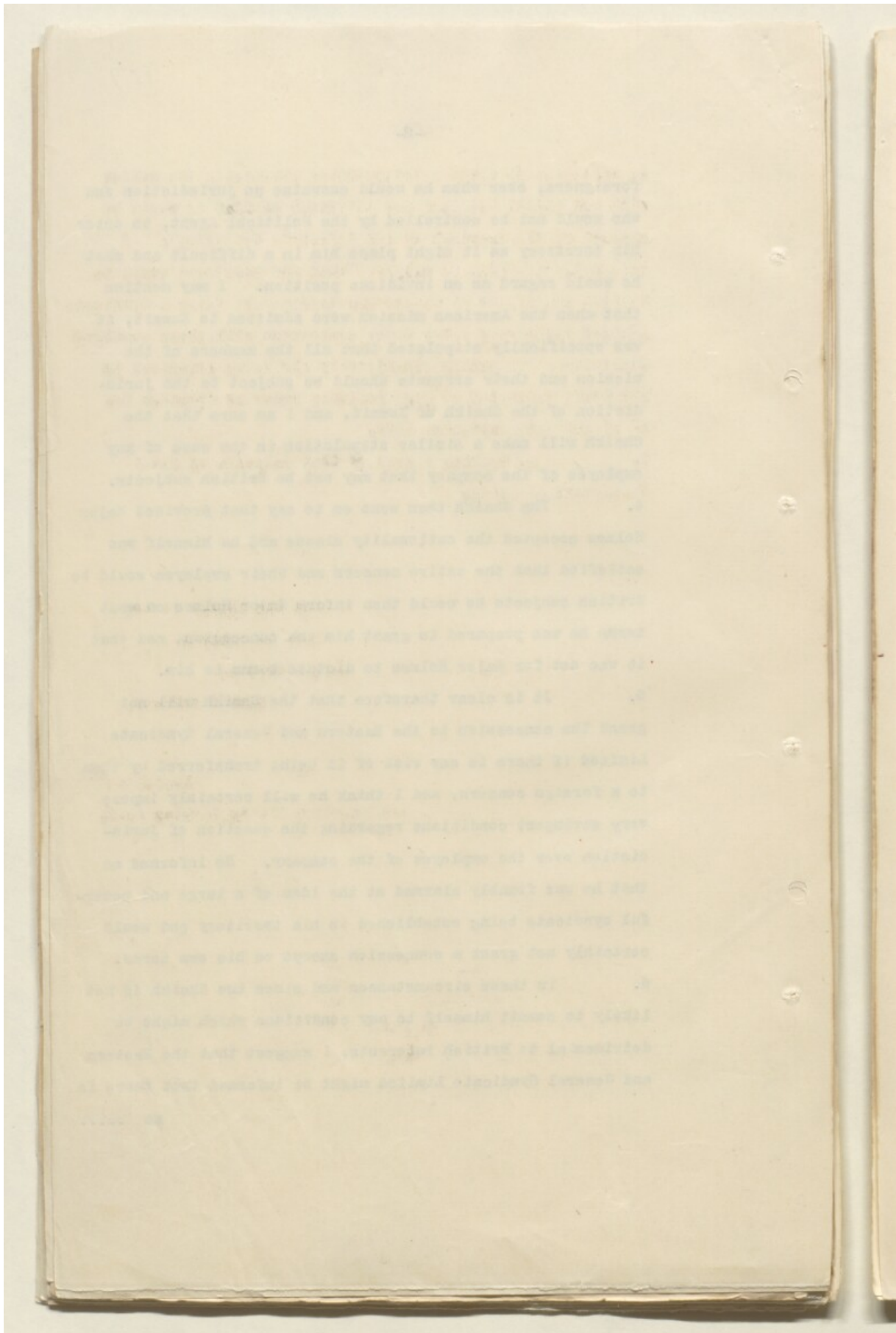
foreigners, over whom he would exercise no jurisdiction and who would not be controlled by the Political Agent, to enter his territory as it might place him in a difficult and what he would regard as an invidious position. I may mention that when the American mission were admitted to Kuwait, it was specifically stipulated that all the members of the mission and their servants should be subject to the jurisdiction of the Shaikh of Kuwait, and I am sure that the Shaikh will make a similar stipulation in the case of any employes of the company that may not be British subjects.

4. The Shaikh then went on to say that provided Major Holmes accepted the nationality clause and he himself was satisfied that the entire concern and their employes would be British subjects he would then inform Major Holmes on what terms he was prepared to grant him the concession, and that it was not for Major Holmes to dictate terms to him.

5. It is clear therefore that the Shaikh will not grant the concession to the Eastern and General Syndicate Limited if there is any risk of it being transferred by them to a foreign concern, and I think he will certainly impose very stringent conditions regarding the question of jurisdiction over the employes of the company. He informed me that he was frankly alarmed at the idea of a large and powerful syndicate being established in his territory and would certainly not grant a concession except on his own terms.

6. In these circumstances and since the Shaikh is not likely to commit himself to any conditions which might be detrimental to British interests, I suggest that the Eastern and General Syndicate Limited might be informed that there is

no .....





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-3-

no objection to their representative discussing the matter with the Shaikh but that any agreement arrived at would be subject to the approval of His Majesty's Government. I personally consider it unlikely that any agreement would be arrived at, unless of course the Eastern and General Syndicate Limited definitely sever their connection with their American associates, and modify considerably the terms contained in the draft forwarded to Your Lordship under my despatch No. 36 of the 17th September 1930.

p-133 ✓  
7. I am sending a copy of this despatch to the Government of India.

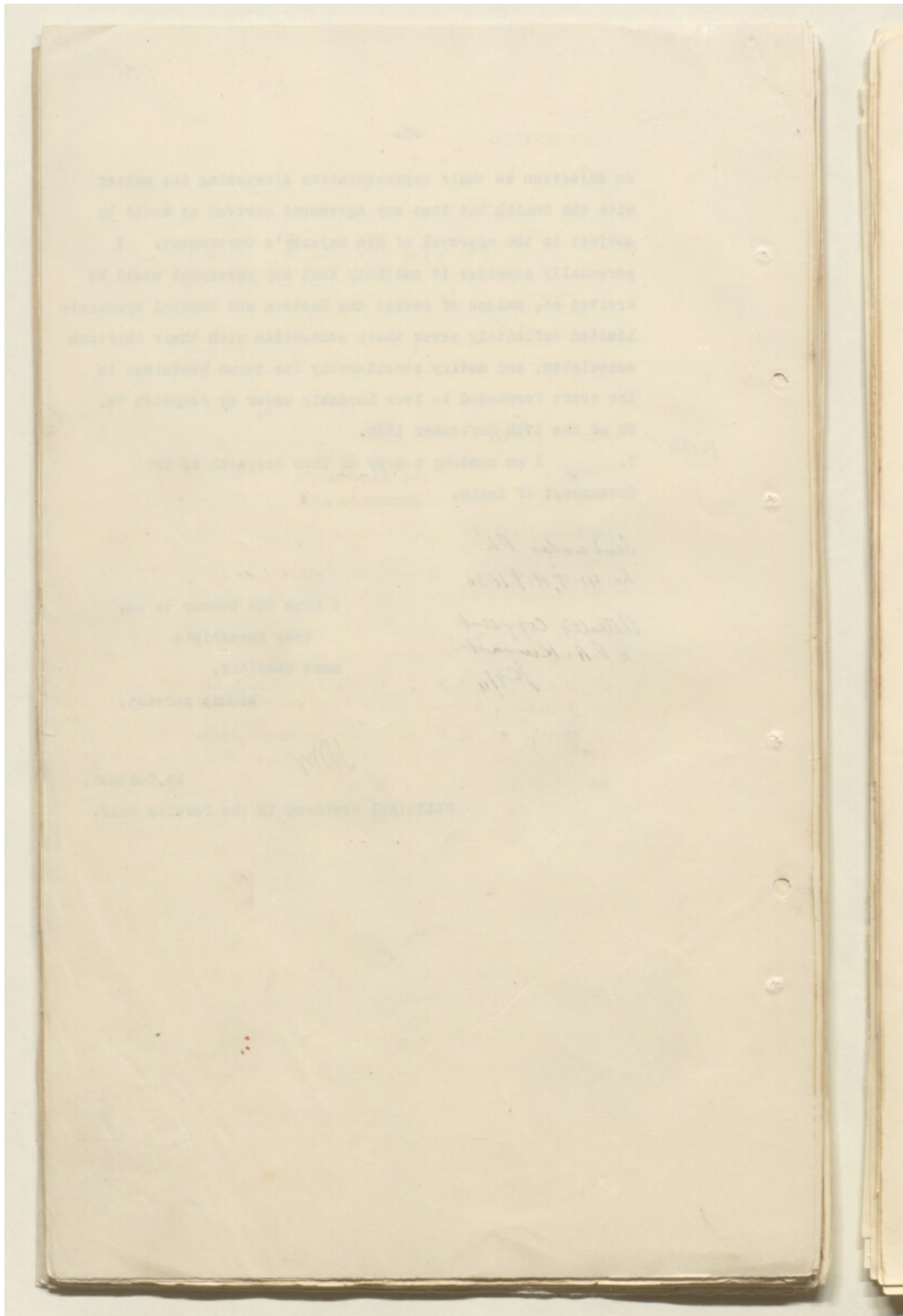
*Sent under P.h.  
no. 41. T, d. 9.11.30.*

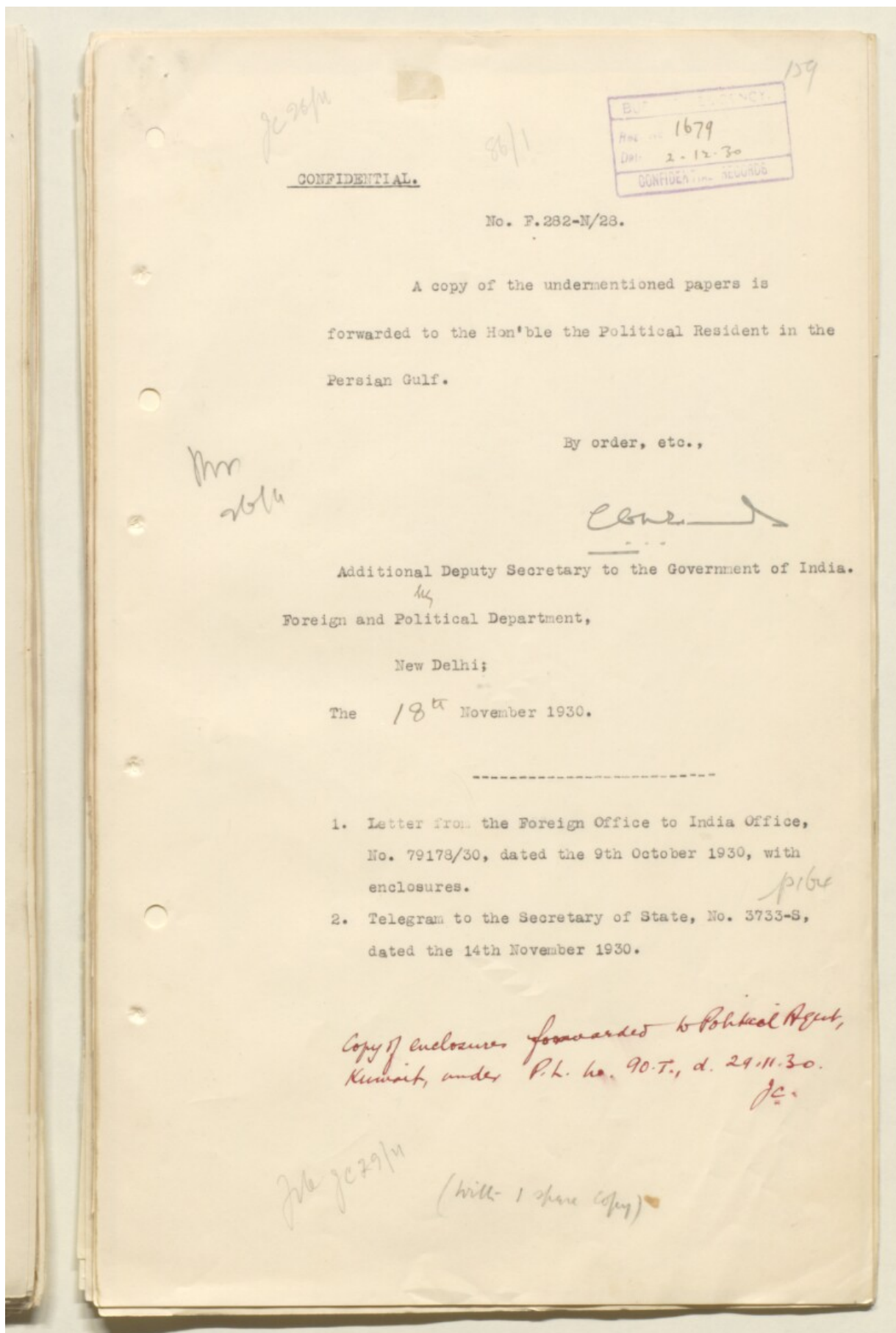
*Attested copy sent  
to P.A. Kuwait.  
Jc 9/4*

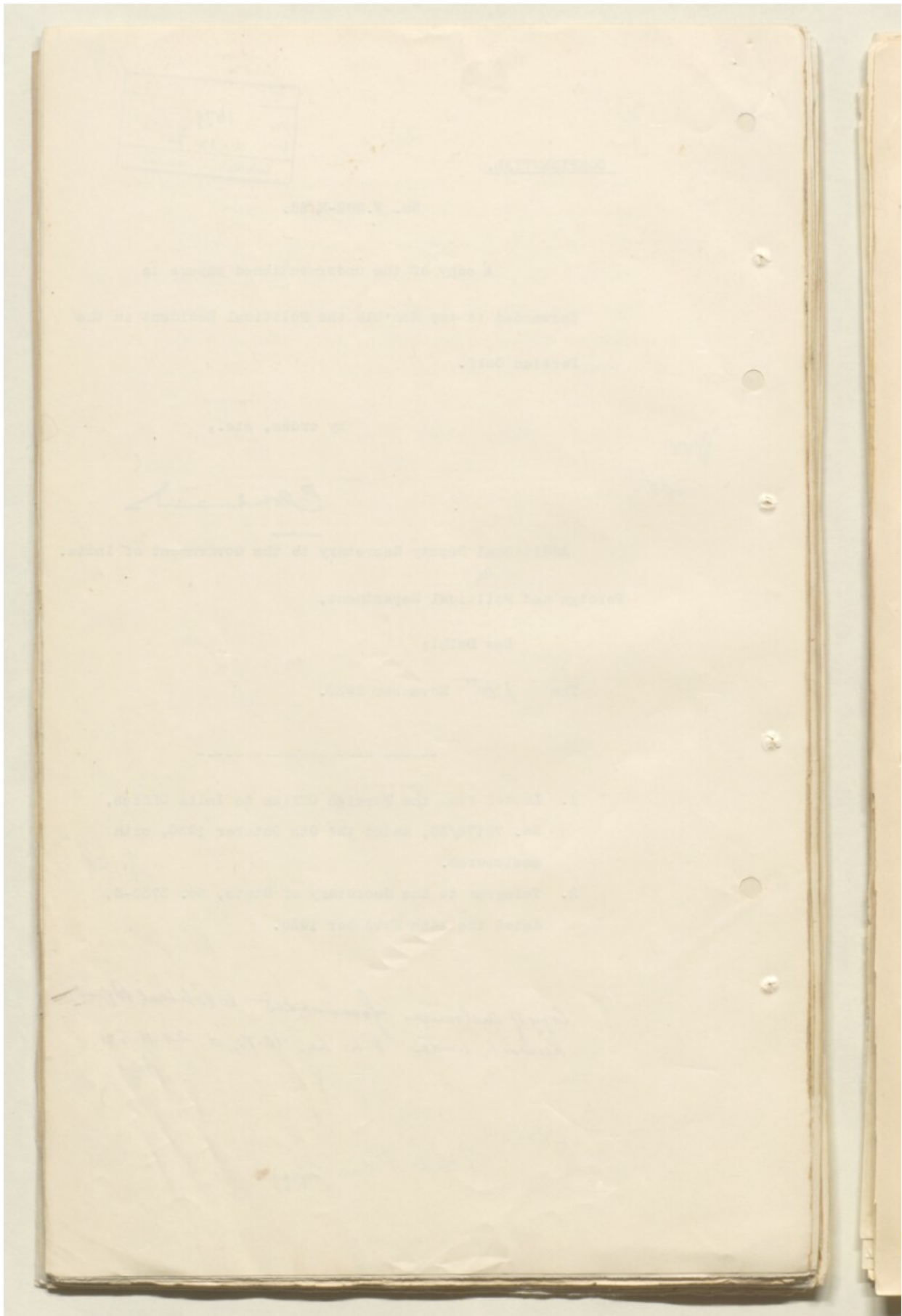
I have the honour to be,  
Your Lordship's  
most obedient,  
humble servant,

Lt. Colonel,  
Political Resident in the Persian Gulf.













G.O. 180  
(d. 9.10.1930)

79178/30.

Sir,

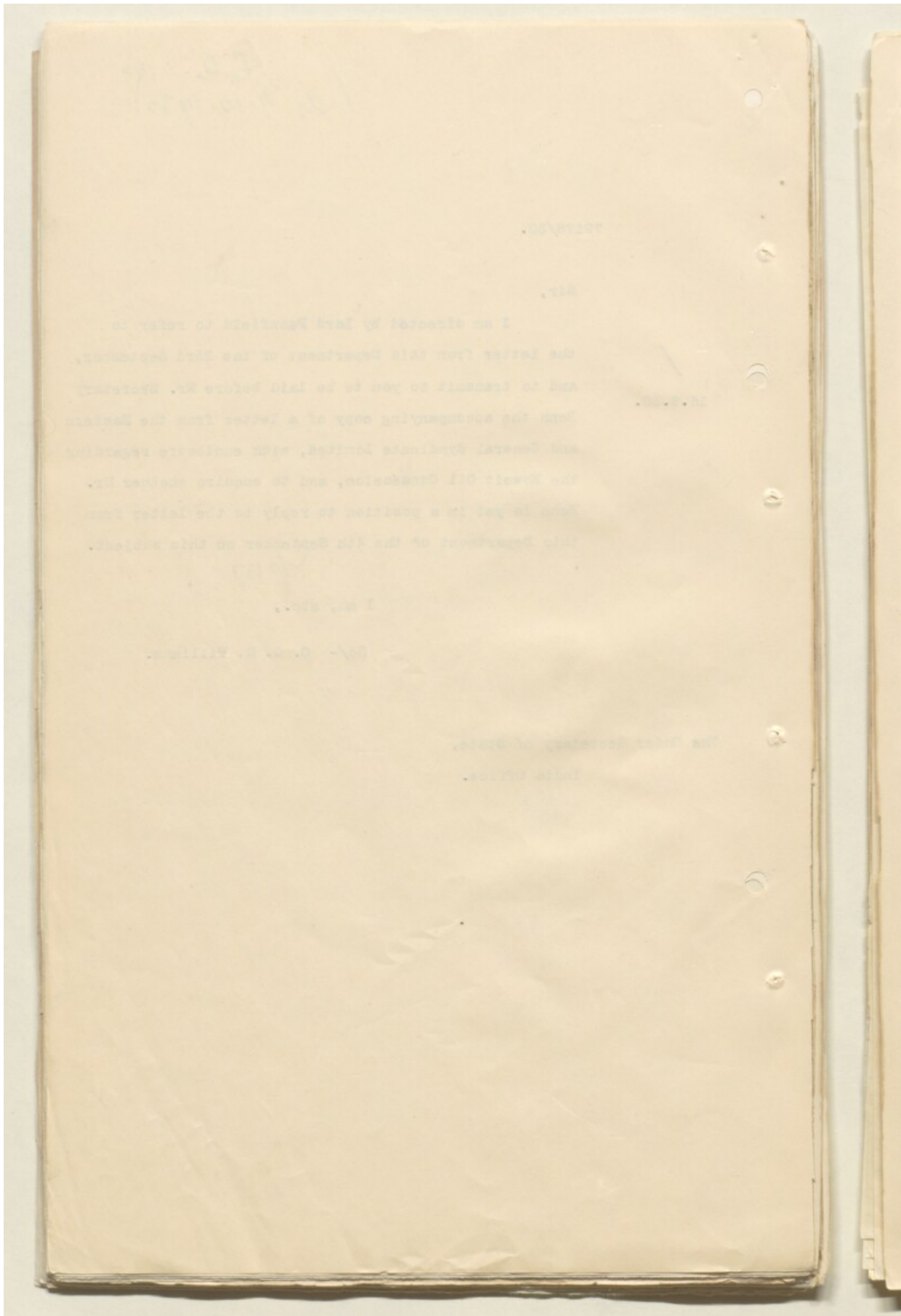
16.9.30.

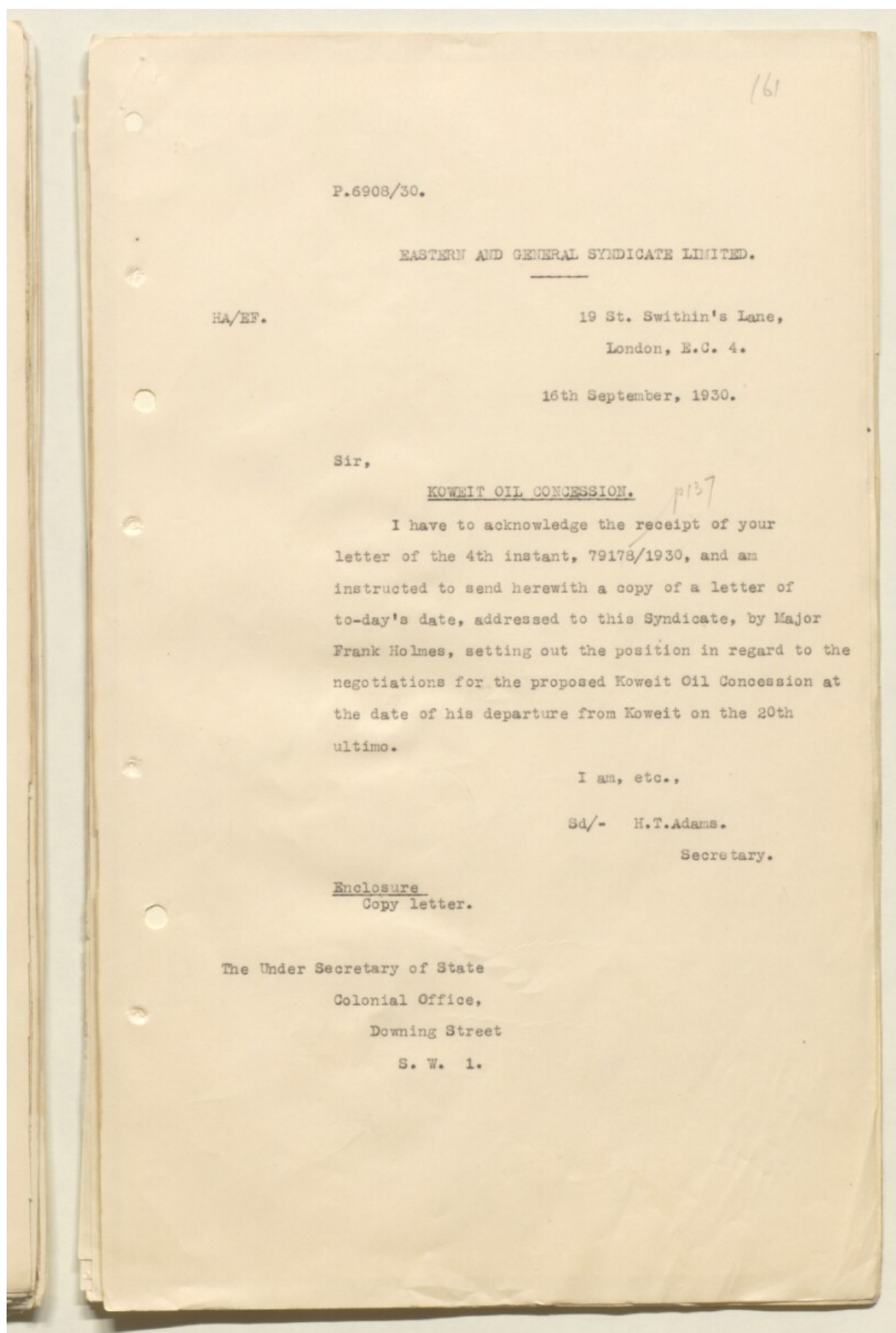
I am directed by Lord Passfield to refer to the letter from this Department of the 23rd September, and to transmit to you to be laid before Mr. Secretary Benn the accompanying copy of a letter from the Eastern and General Syndicate Limited, with enclosure regarding the Koweit Oil Concession, and to enquire whether Mr. Benn is yet in a position to reply to the letter from this Department of the 4th September on this subject.

I am, etc.,

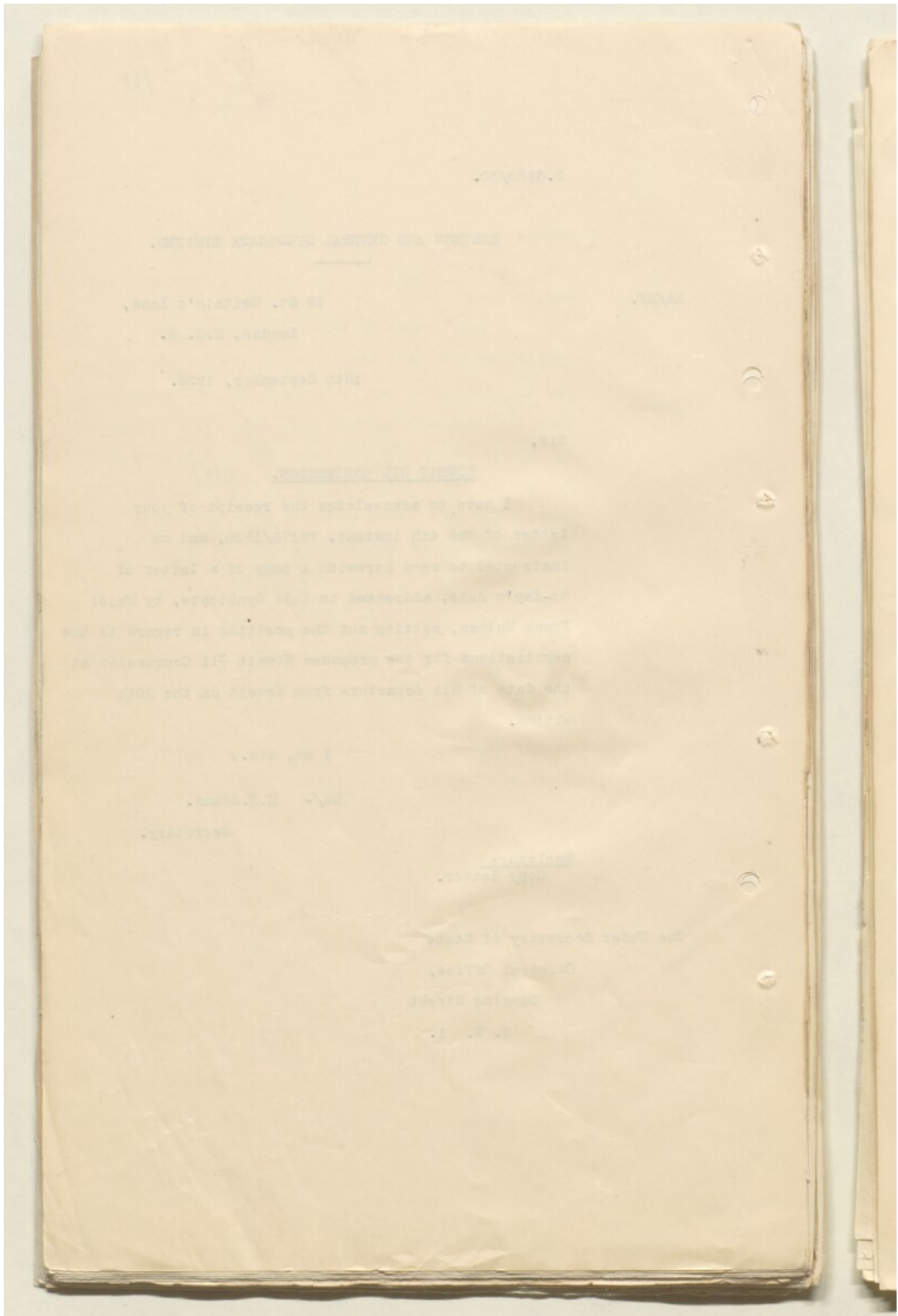
Sd/- O. G. R. Williams.

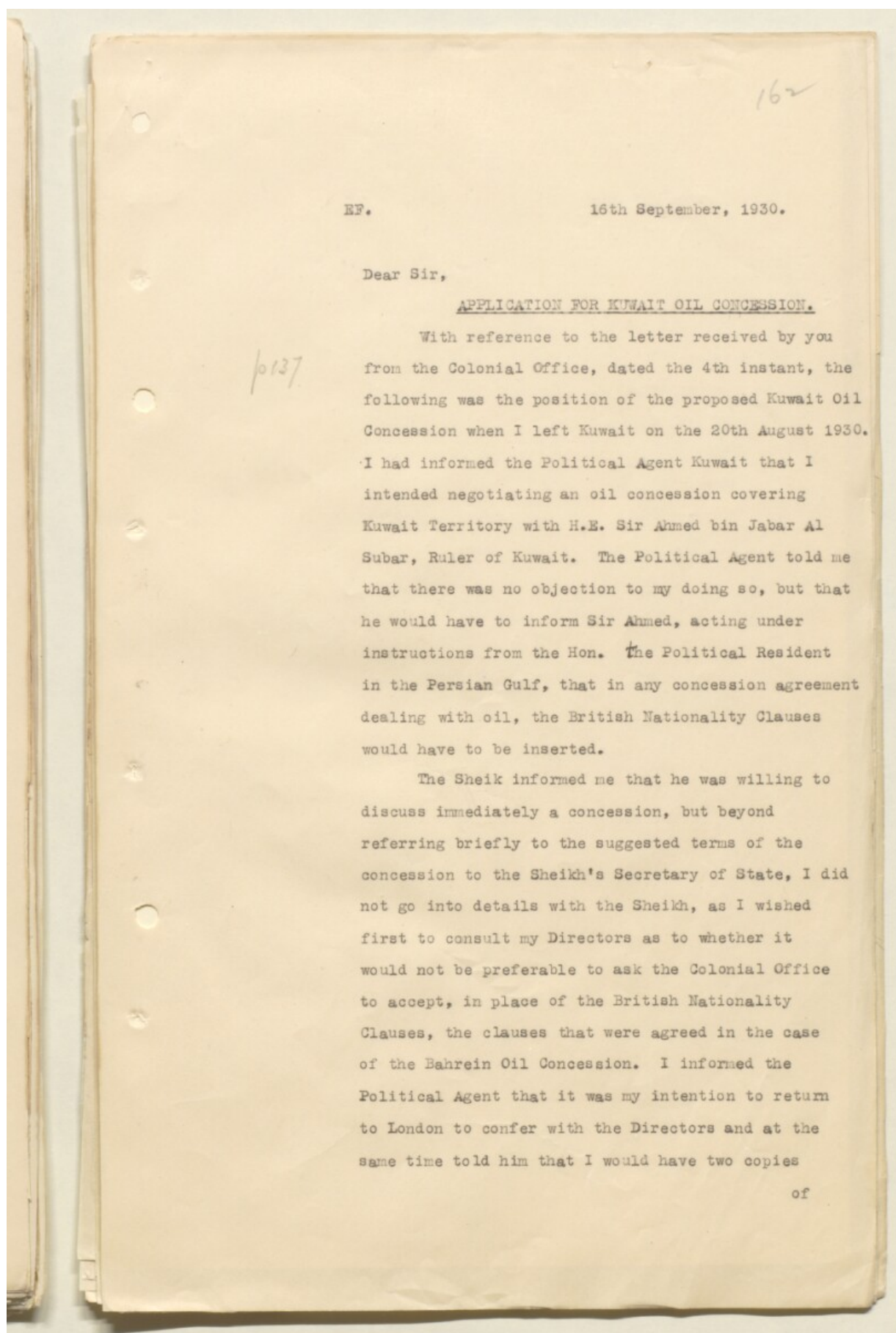
The Under Secretary of State,  
India Office.

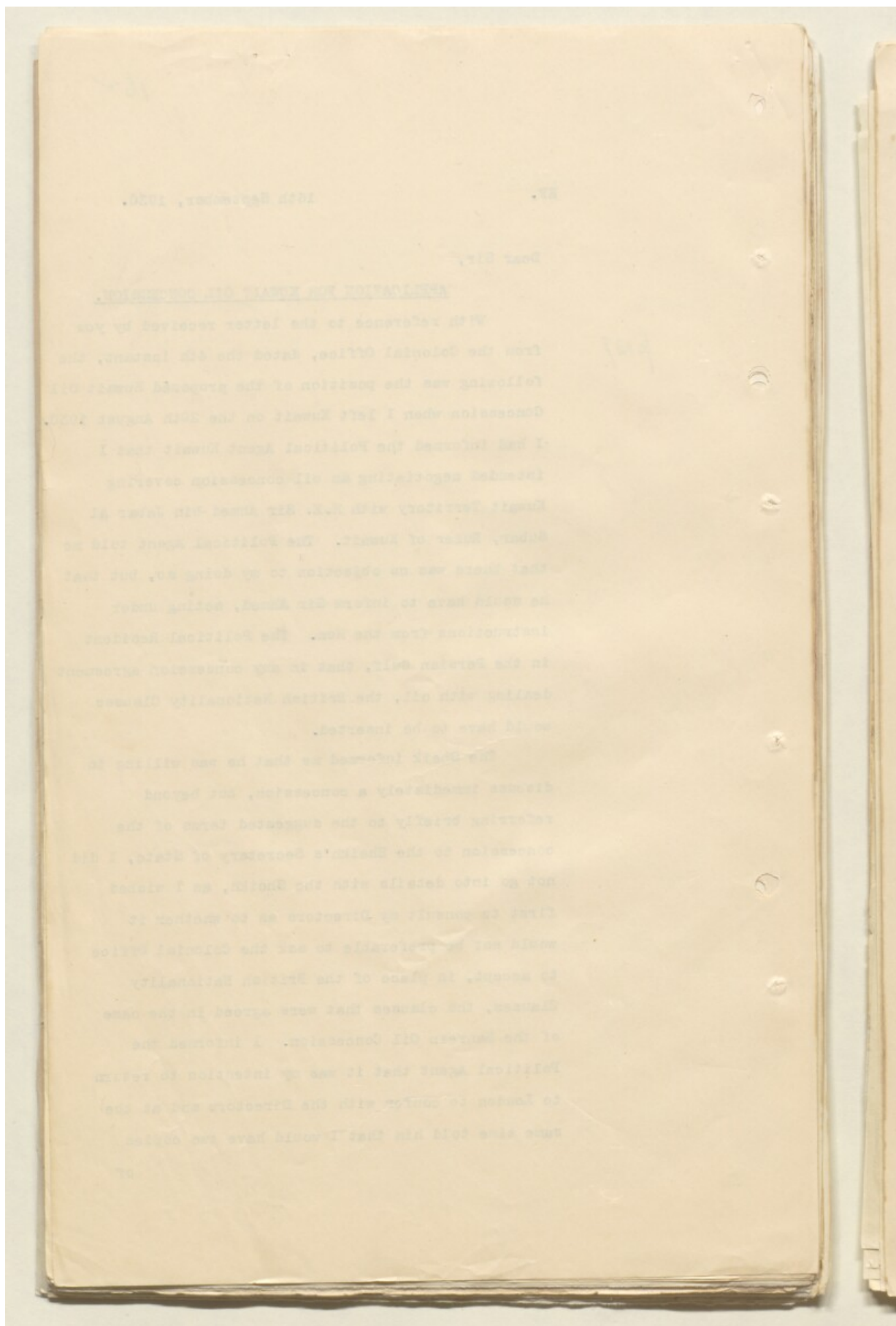
















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of the proposed draft concession agreement made, one copy for the Hon. the Political Resident in the Persian Gulf, and one copy for the Political Agent Kuwait. The two copies were handed to the Political Agent Kuwait on the 29th August 1930, with a request that one copy be sent to the Political Resident Bushire. This I did so that the Political Resident and the Political Agent Kuwait could forward their views on the subject to the Colonial Office and so save time in the forthcoming negotiations with them here.

Yours faithfully,

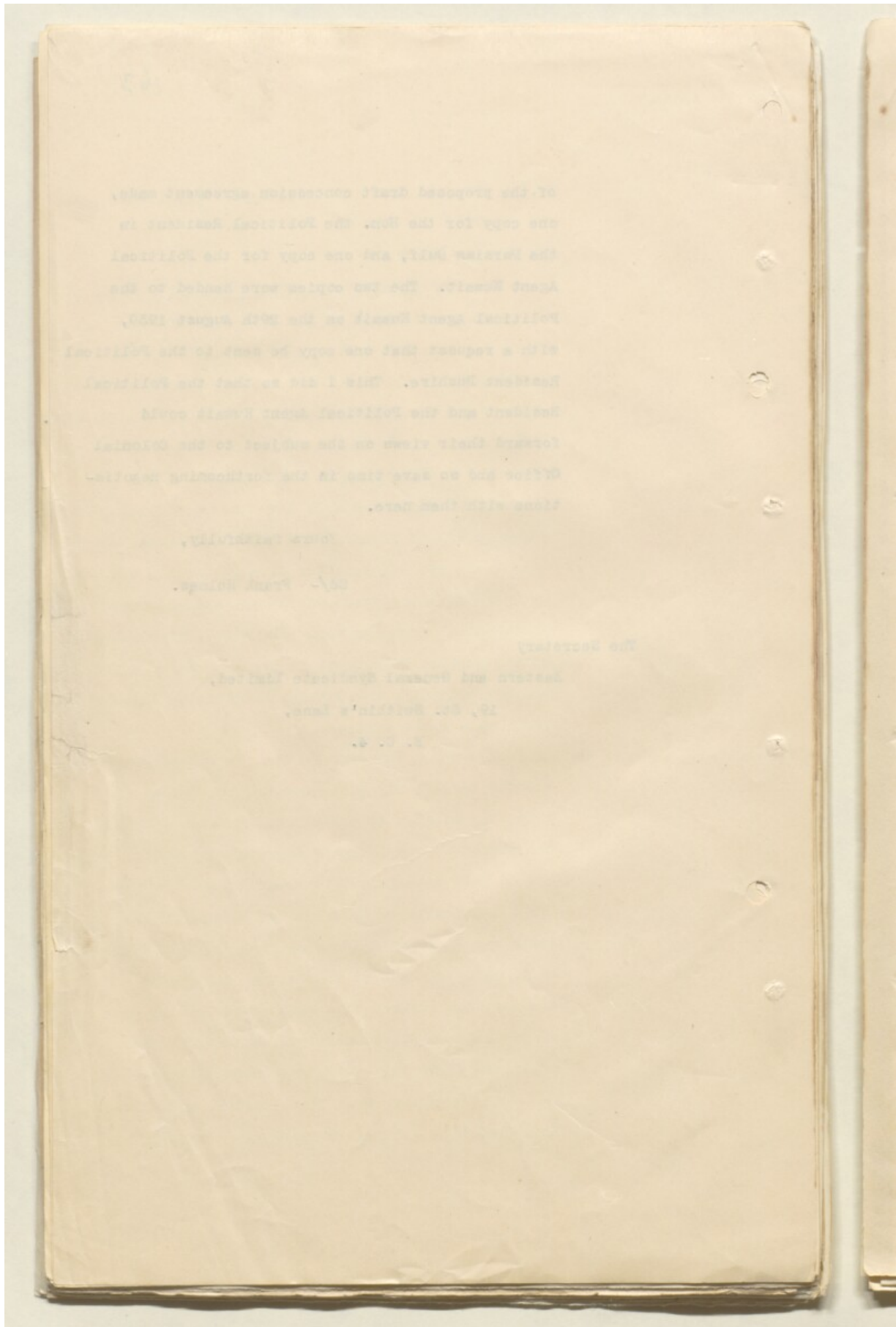
Sd/- Frank Holmes.

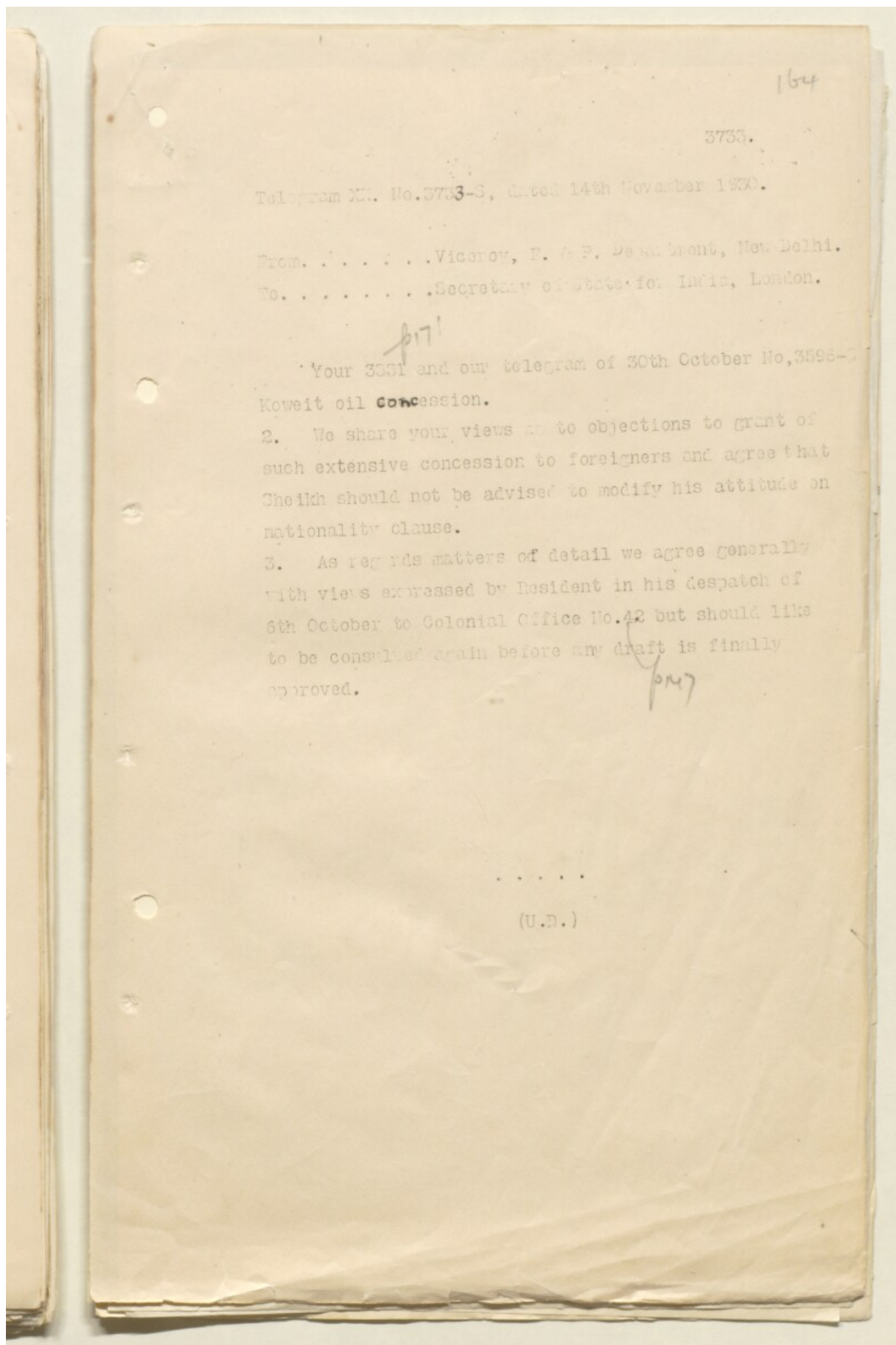
The Secretary

Eastern and General Syndicate Limited,

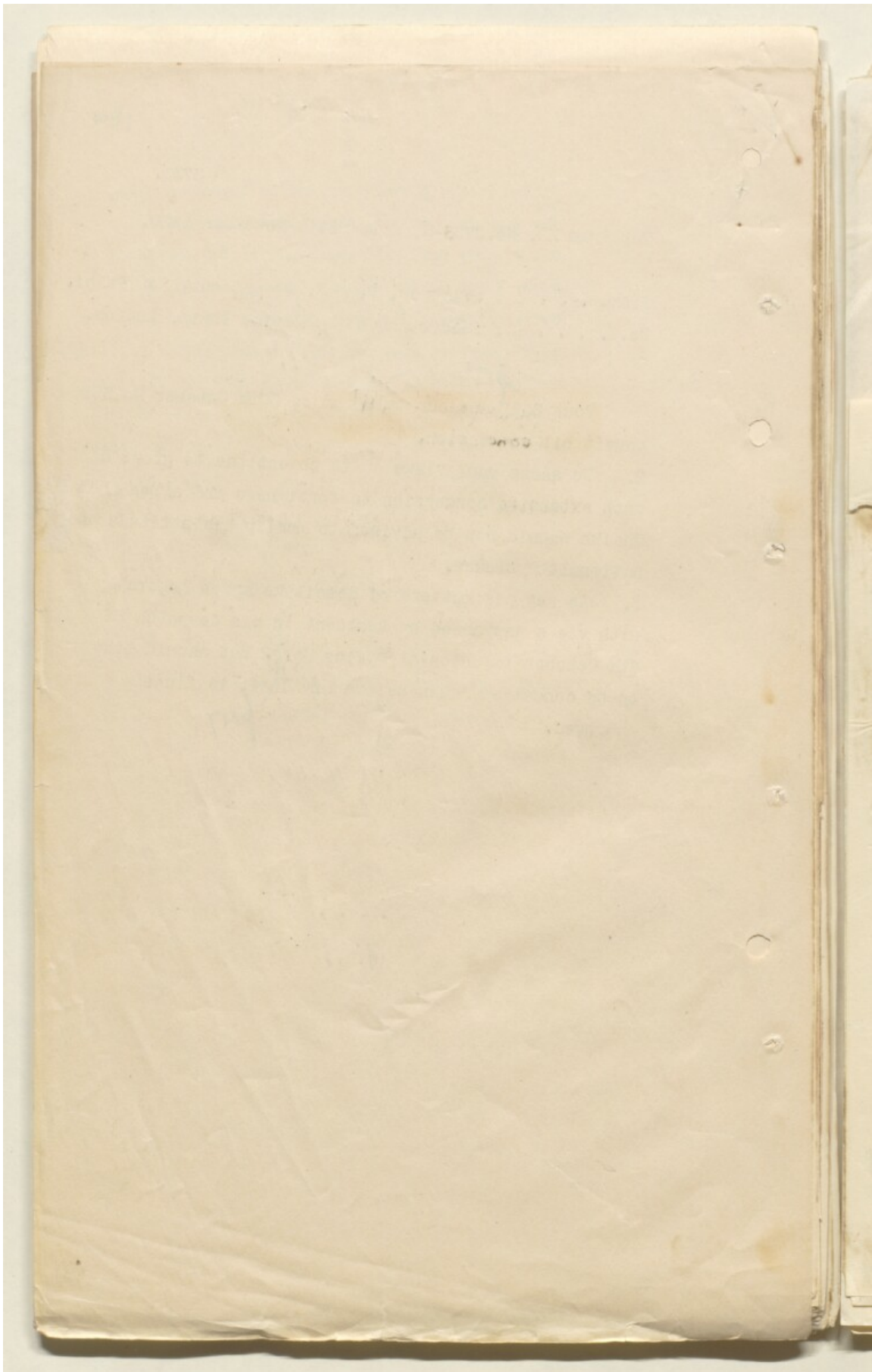
19, St. Swithin's Lane,

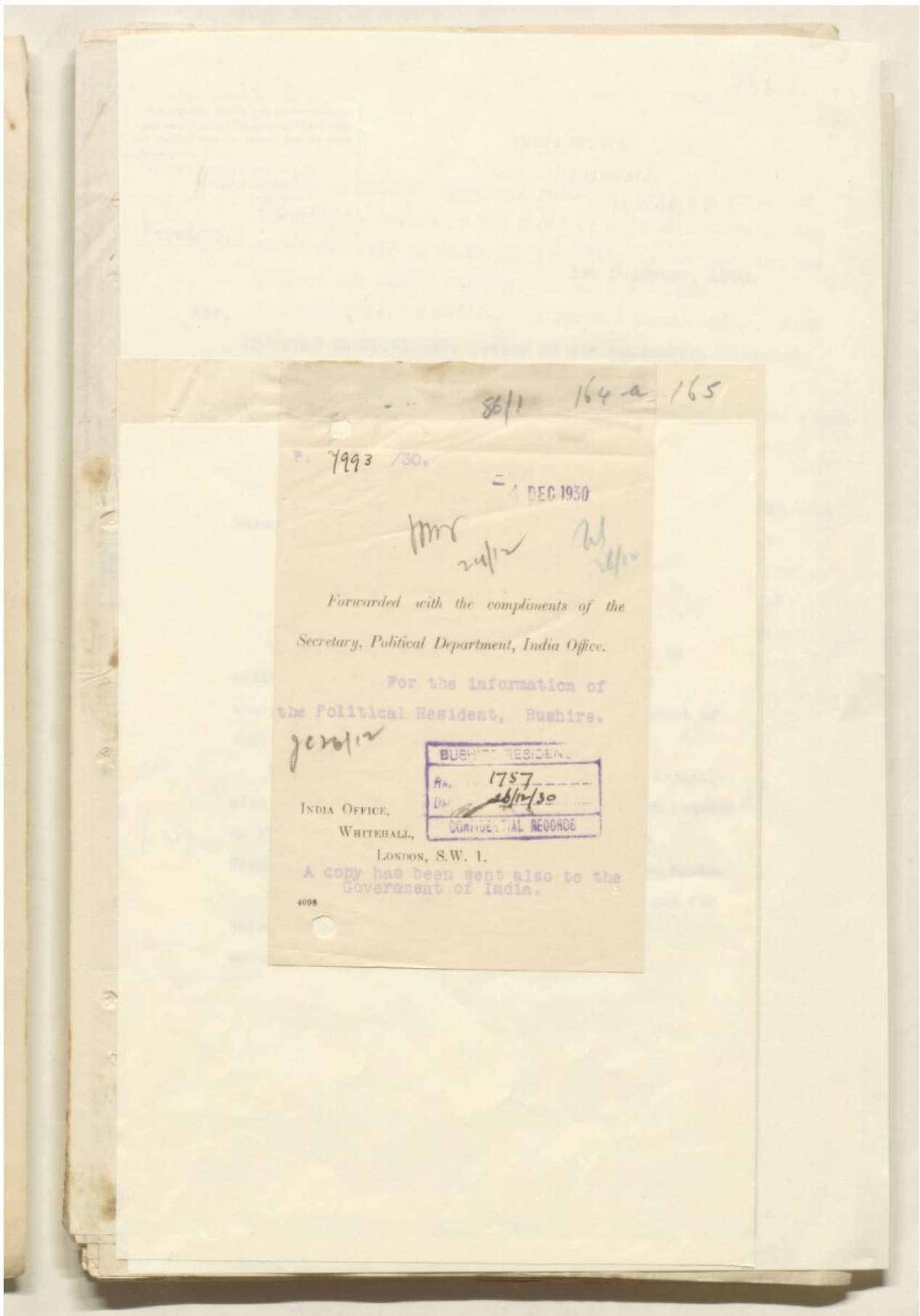
E. C. 4.

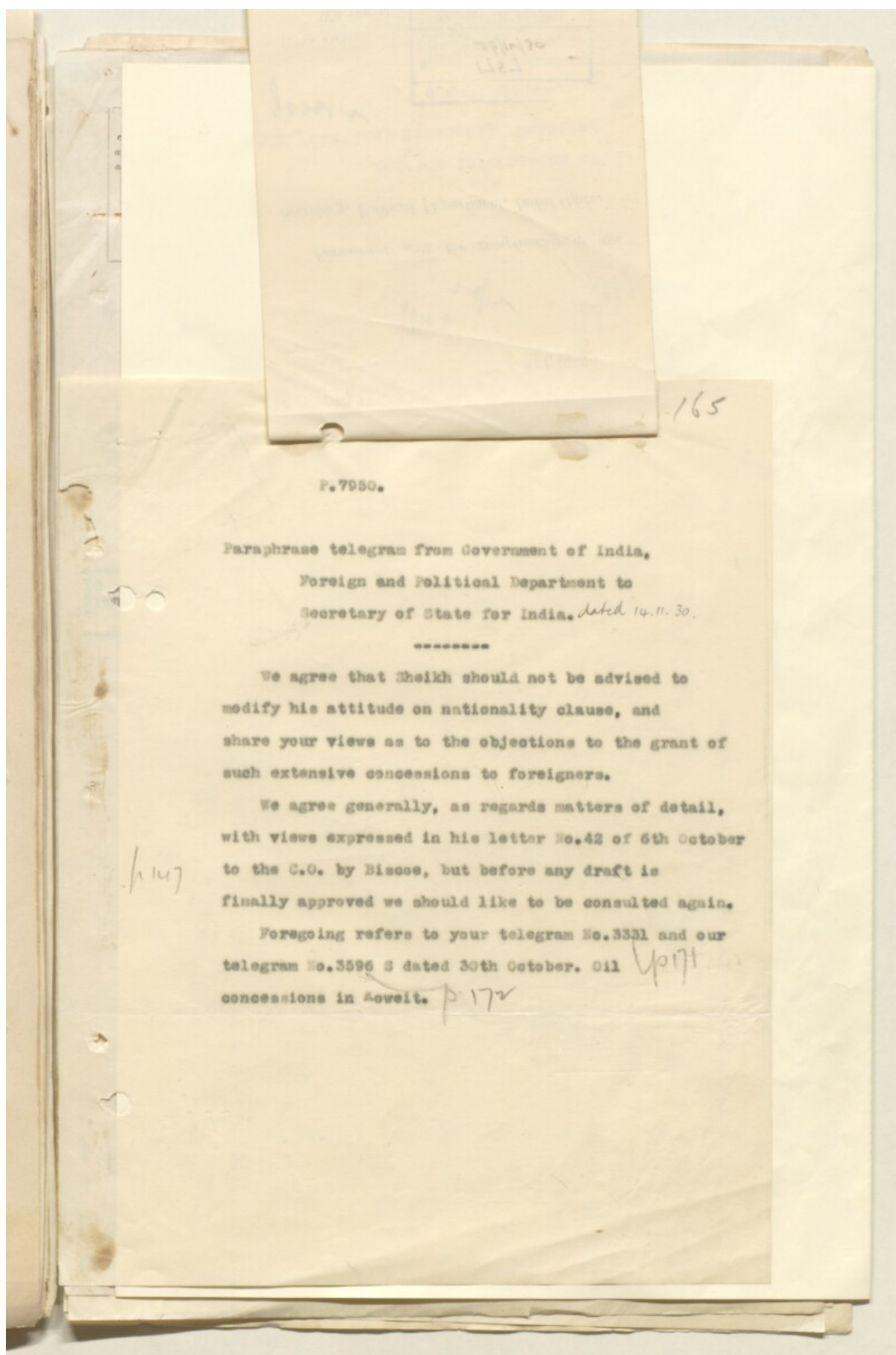












P.7950.

Paraphrase telegram from Government of India,  
Foreign and Political Department to  
Secretary of State for India. *Dated 14.11.30.*

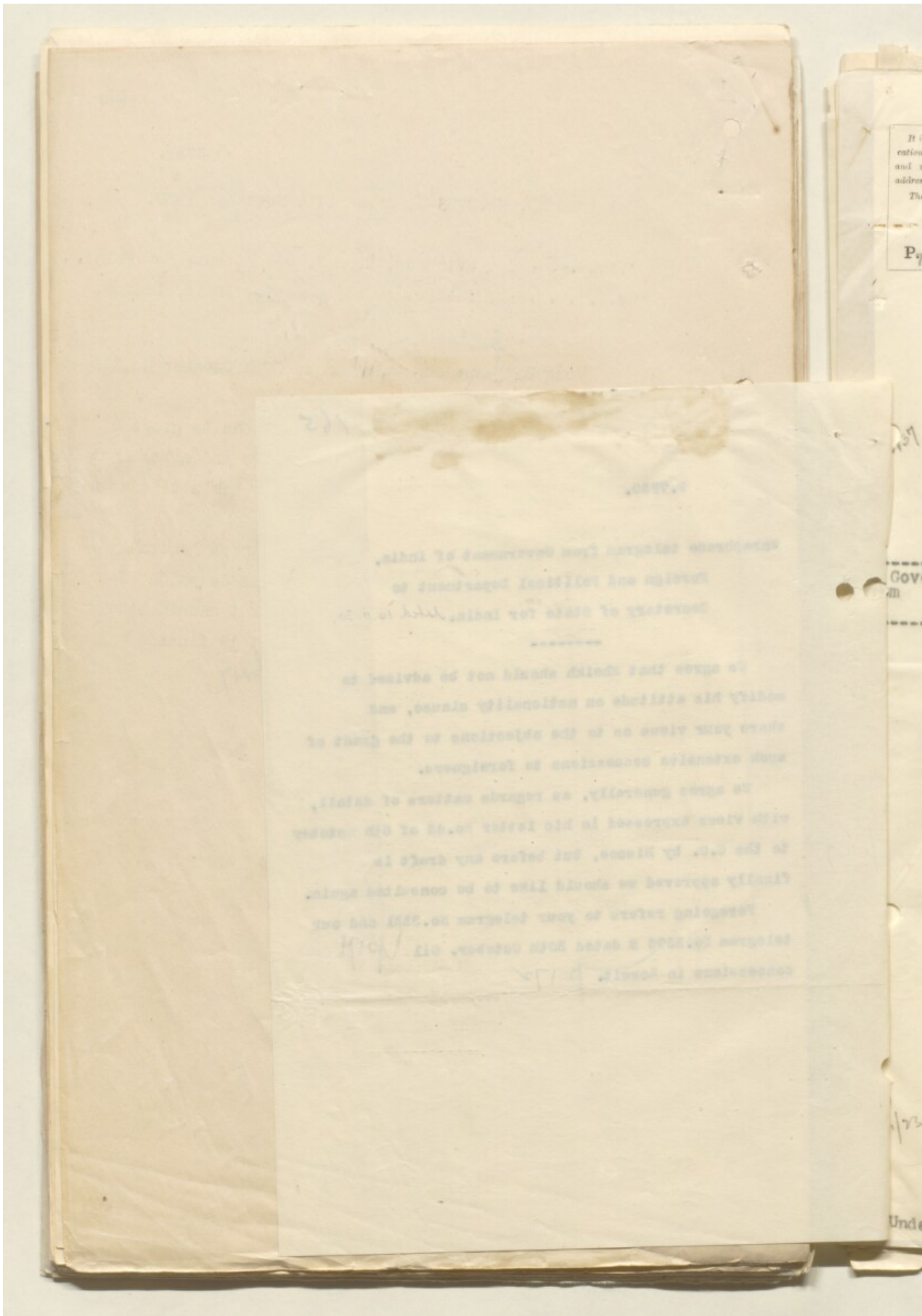
-----

We agree that Sheikh should not be advised to  
modify his attitude on nationality clause, and  
share your views as to the objections to the grant of  
such extensive concessions to foreigners.

*h 147*  
We agree generally, as regards matters of detail,  
with views expressed in his letter No.42 of 6th October  
to the C.O. by Bisce, but before any draft is  
finally approved we should like to be consulted again.

Foregoing refers to your telegram No.3331 and our  
telegram No.3596 S dated 30th October. Oil *Up 17*  
concessions in Kuwait. *p 172*







It is requested that in any further communication on this subject the under-mentioned letter and number may be quoted, and the reply addressed to—

The Under Secretary of State for India,  
Political Department,  
India Office,  
London, S.W. 1.

P7993/30.

INDIA OFFICE,

WHITEHALL,

LONDON, S.W. 1.

1st December, 1930.

Sir,

In reply to Mr. Flood's letter of 4th September, No. 79178/1930, on the question of the grant of an oil concession in Koweit to the Eastern and General Syndicate, Ltd., I am directed by the Secretary of State for India to forward, for the information of the Secretary of State for the Colonies, a copy of the telegraphic correspondence with the Government of India noted in the margin.

Government of India, dated 17th October, No. 3331. } 2. The  
" " " " 30th " " No. 3596-S. } Secretary of  
" " " " 14th November, No. 3733-S. }

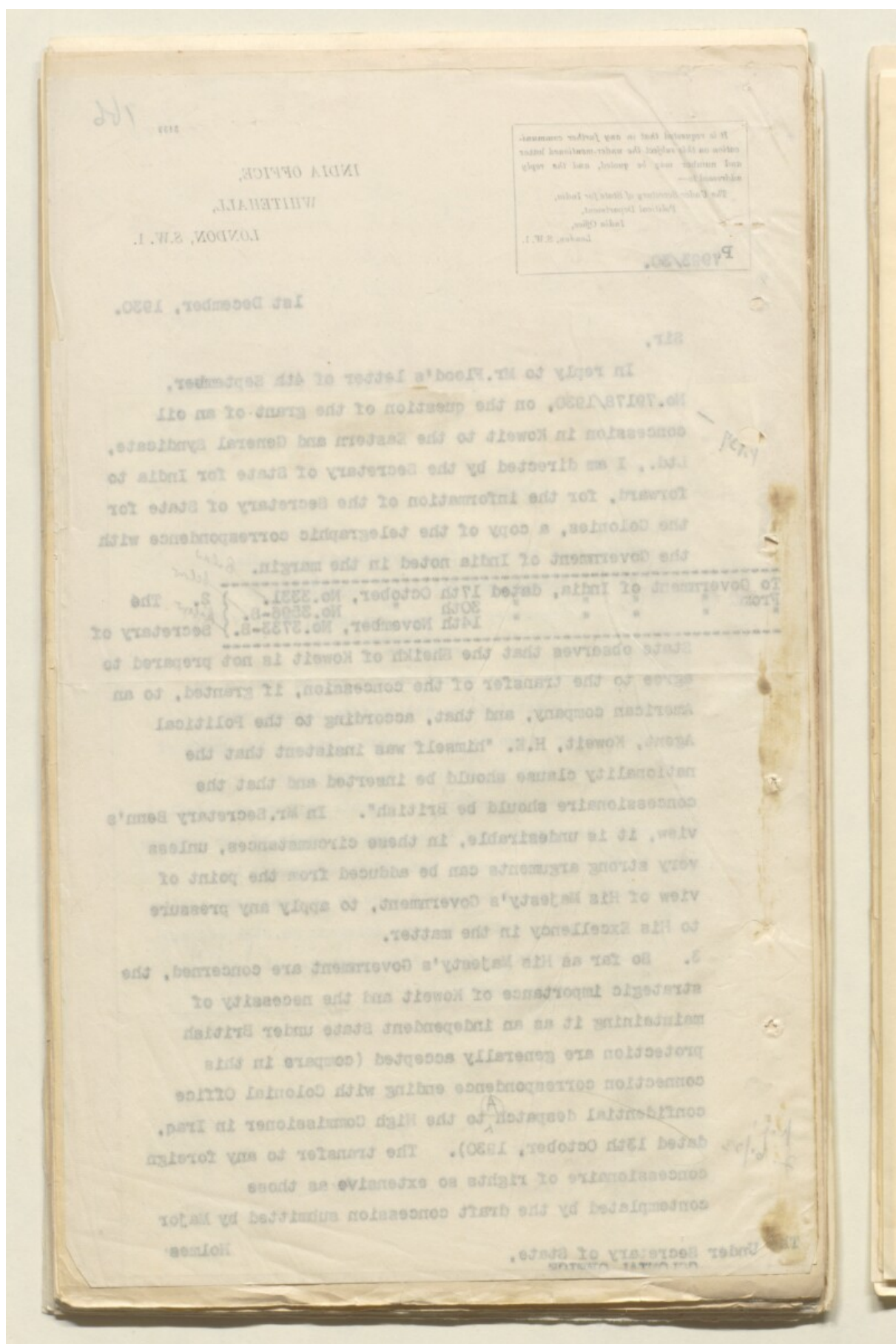
State observes that the Sheikh of Koweit is not prepared to agree to the transfer of the concession, if granted, to an American company, and that, according to the Political Agent, Koweit, H.E. "himself was insistent that the nationality clause should be inserted and that the concessionaire should be British". In Mr. Secretary Benn's view, it is undesirable, in these circumstances, unless very strong arguments can be adduced from the point of view of His Majesty's Government, to apply any pressure to His Excellency in the matter.

3. So far as His Majesty's Government are concerned, the strategic importance of Koweit and the necessity of maintaining it as an independent State under British protection are generally accepted (compare in this connection correspondence ending with Colonial Office confidential despatch to the High Commissioner in Iraq, dated 13th October, 1930). The transfer to any foreign concessionaire of rights so extensive as those contemplated by the draft concession submitted by Major

Under Secretary of State,  
POLITICAL DEPARTMENT.

Holmes









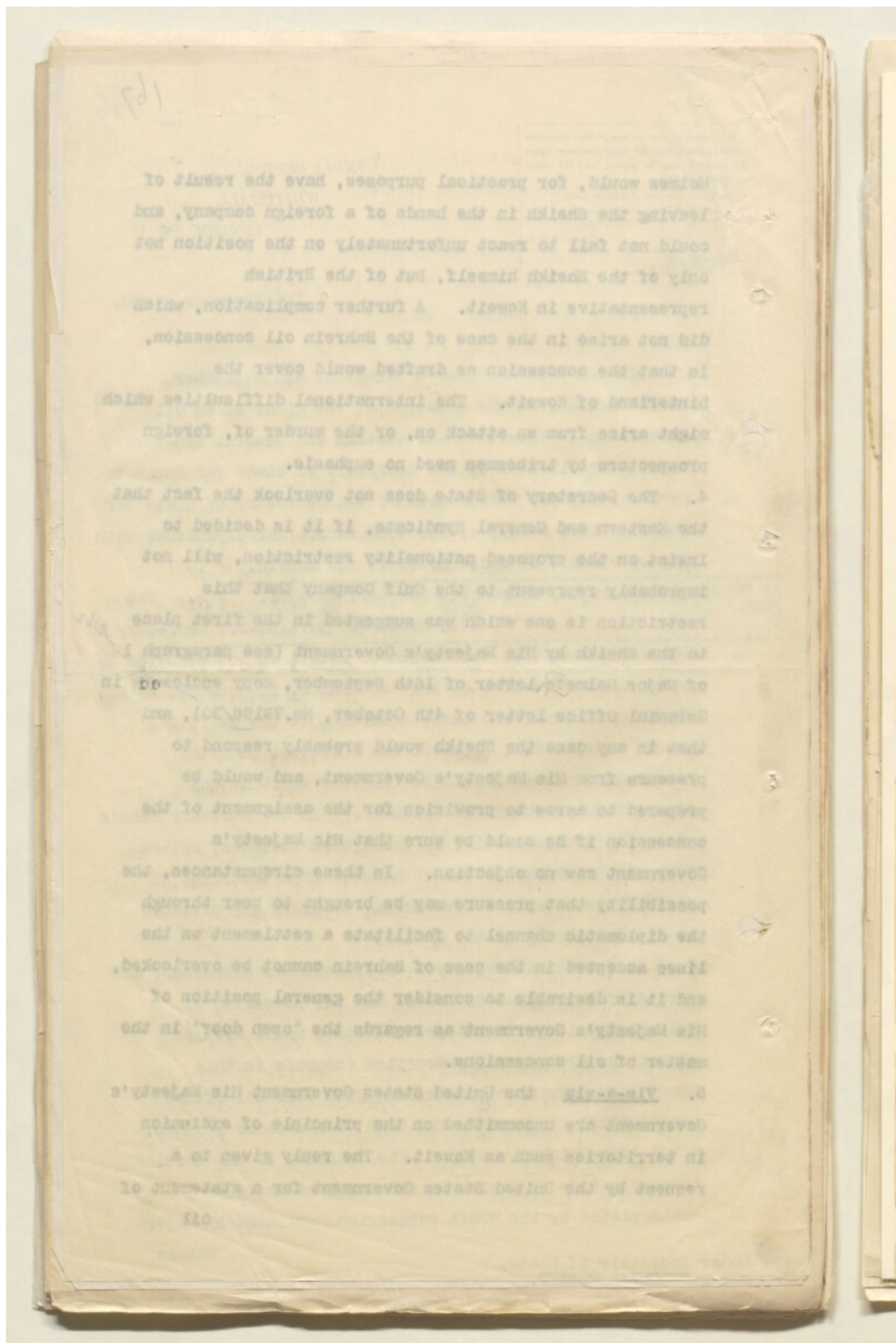
167

Holmes would, for practical purposes, have the result of leaving the Sheikh in the hands of a foreign company, and could not fail to react unfortunately on the position not only of the Sheikh himself, but of the British representative in Koweit. A further complication, which did not arise in the case of the Bahrein oil concession, is that the concession as drafted would cover the hinterland of Koweit. The international difficulties which might arise from an attack on, or the murder of, foreign prospectors by tribesmen need no emphasis.

4. The Secretary of State does not overlook the fact that the Eastern and General Syndicate, if it is decided to insist on the proposed nationality restriction, will not improbably represent to the Gulf Company that this restriction is one which was suggested in the first place to the Sheikh by His Majesty's Government (see paragraph 1 of Major Holmes's letter of 16th September, copy enclosed in Colonial Office letter of 4th October, No. 79198/30), and that in any case the Sheikh would probably respond to pressure from His Majesty's Government, and would be prepared to agree to provision for the assignment of the concession if he could be sure that His Majesty's Government saw no objection. In these circumstances, the possibility that pressure may be brought to bear through the diplomatic channel to facilitate a settlement on the lines accepted in the case of Bahrein cannot be overlooked, and it is desirable to consider the general position of His Majesty's Government as regards the "open door" in the matter of oil concessions.

5. Vis-a-vis the United States Government His Majesty's Government are uncommitted on the principle of exclusion in territories such as Koweit. The reply given to a request by the United States Government for a statement of

oil







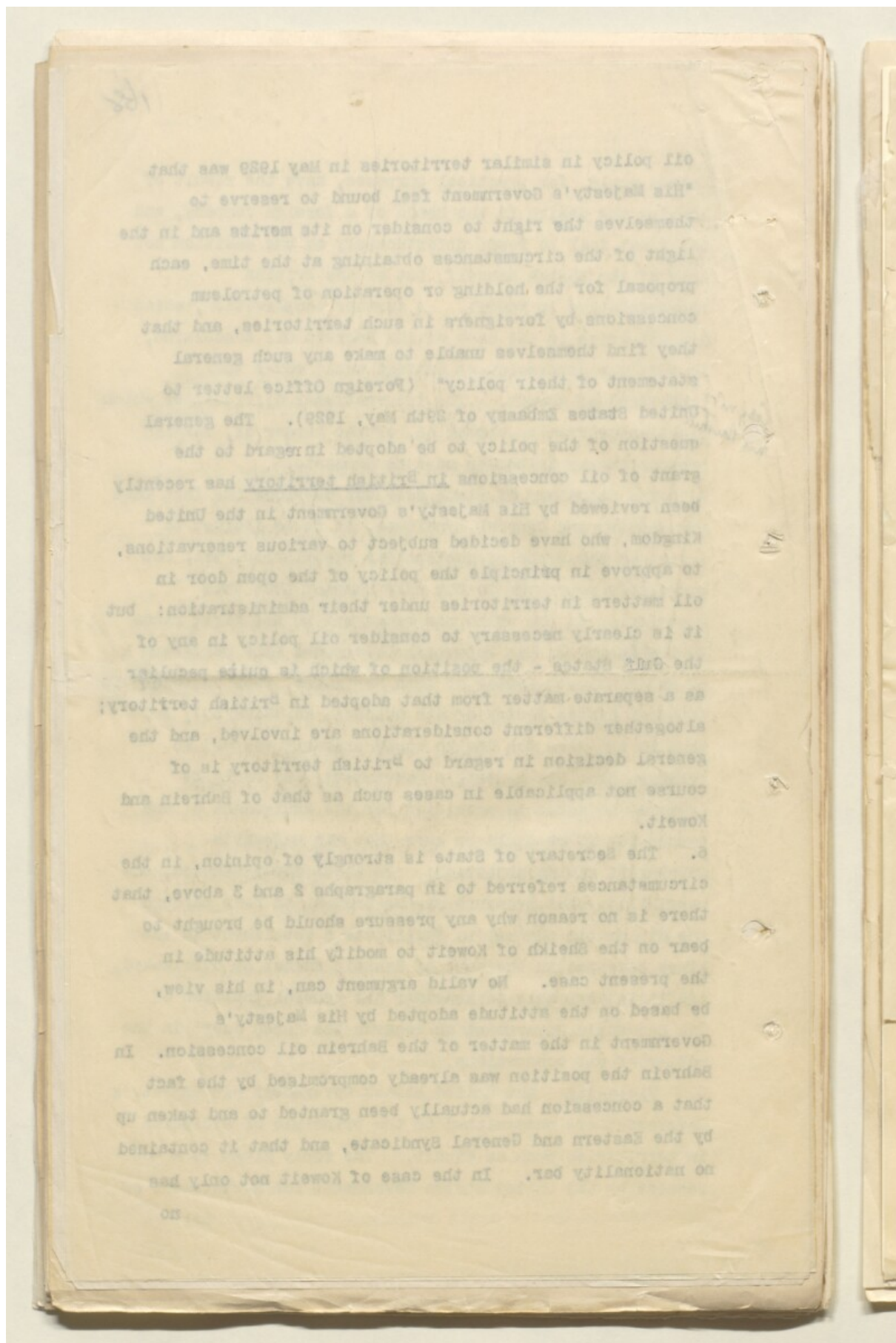
168

oil policy in similar territories in May 1929 was that "His Majesty's Government feel bound to reserve to themselves the right to consider on its merits and in the light of the circumstances obtaining at the time, each proposal for the holding or operation of petroleum concessions by foreigners in such territories, and that they find themselves unable to make any such general statement of their policy" (Foreign Office letter to United States Embassy of 29th May, 1929). The general question of the policy to be adopted in regard to the grant of oil concessions in British territory has recently been reviewed by His Majesty's Government in the United Kingdom, who have decided subject to various reservations, to approve in principle the policy of the open door in oil matters in territories under their administration: but it is clearly necessary to consider oil policy in any of the Gulf States - the position of which is quite peculiar as a separate matter from that adopted in British territory; altogether different considerations are involved, and the general decision in regard to British territory is of course not applicable in cases such as that of Bahrein and Koweit.

6. The Secretary of State is strongly of opinion, in the circumstances referred to in paragraphs 2 and 3 above, that there is no reason why any pressure should be brought to bear on the Sheikh of Koweit to modify his attitude in the present case. No valid argument can, in his view, be based on the attitude adopted by His Majesty's Government in the matter of the Bahrein oil concession. In Bahrein the position was already compromised by the fact that a concession had actually been granted to and taken up by the Eastern and General Syndicate, and that it contained no nationality bar. In the case of Koweit not only has

no





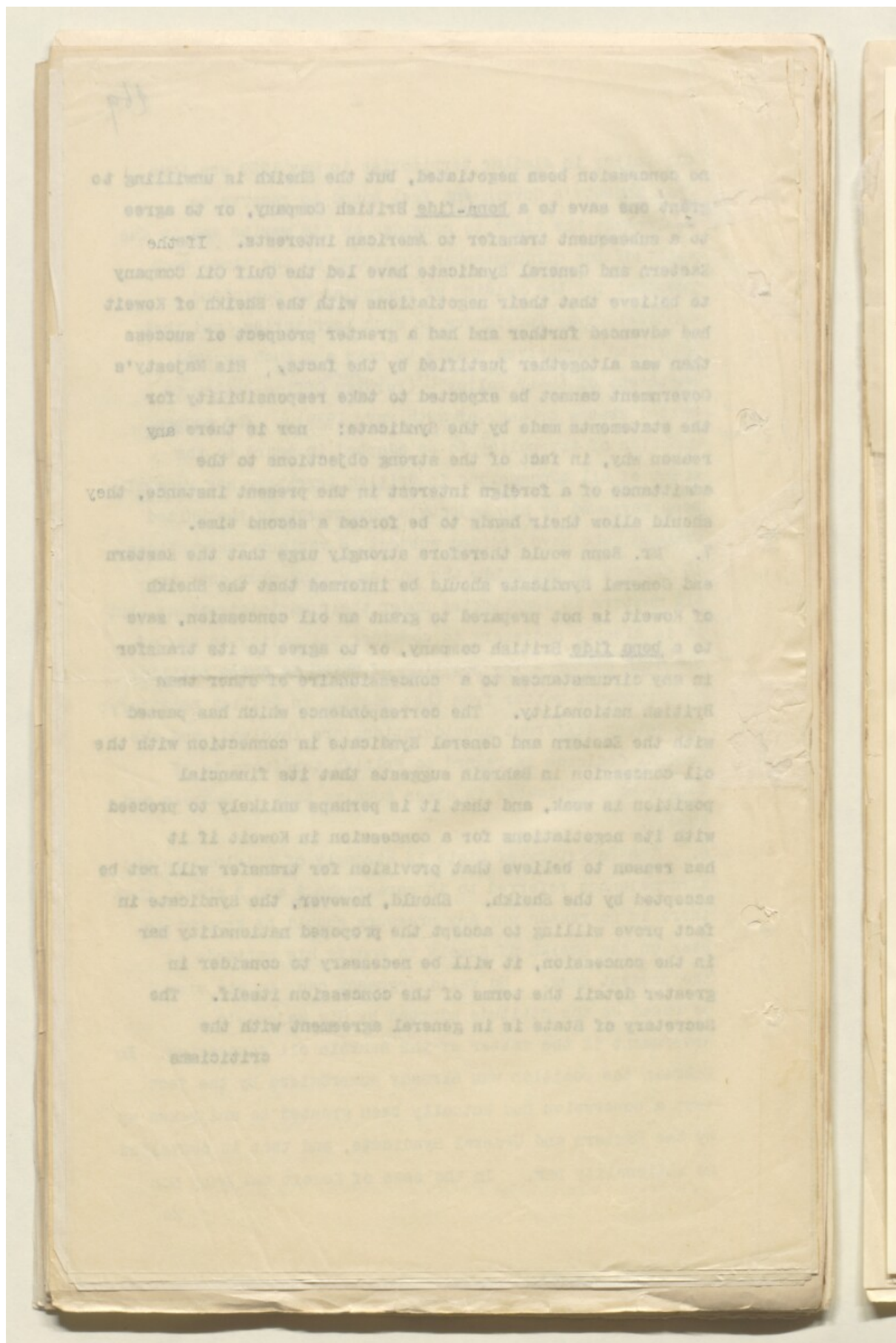
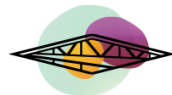


169

no concession been negotiated, but the Sheikh is unwilling to grant one save to a bona-fide British Company, or to agree to a subsequent transfer to American interests. If the Eastern and General Syndicate have led the Gulf Oil Company to believe that their negotiations with the Sheikh of Koweit had advanced further and had a greater prospect of success than was altogether justified by the facts, His Majesty's Government cannot be expected to take responsibility for the statements made by the Syndicate: nor is there any reason why, in face of the strong objections to the admittance of a foreign interest in the present instance, they should allow their hands to be forced a second time.

7. Mr. Benn would therefore strongly urge that the Eastern and General Syndicate should be informed that the Sheikh of Koweit is not prepared to grant an oil concession, save to a bona fide British company, or to agree to its transfer in any circumstances to a concessionaire of other than British nationality. The correspondence which has passed with the Eastern and General Syndicate in connection with the oil concession in Bahrein suggests that its financial position is weak, and that it is perhaps unlikely to proceed with its negotiations for a concession in Koweit if it has reason to believe that provision for transfer will not be accepted by the Sheikh. Should, however, the Syndicate in fact prove willing to accept the proposed nationality bar in the concession, it will be necessary to consider in greater detail the terms of the concession itself. The Secretary of State is in general agreement with the criticisms









170

criticisms of that concession on points of detail advanced by the Political Resident and the Political Agent, Koweit, and set out in Colonel Biscoe's despatch to the Secretary for the Colonies, No.42, dated 6th October 1930. But this is an aspect of the question which does not at the present stage require detailed consideration, and which can be deferred until it is known whether the Syndicate are prepared to proceed with their request to be granted a concession in the light of an intimation that no concession would be granted save to a bona-fide British company, and on the understanding that it will in no circumstances be transferred to interests other than British.

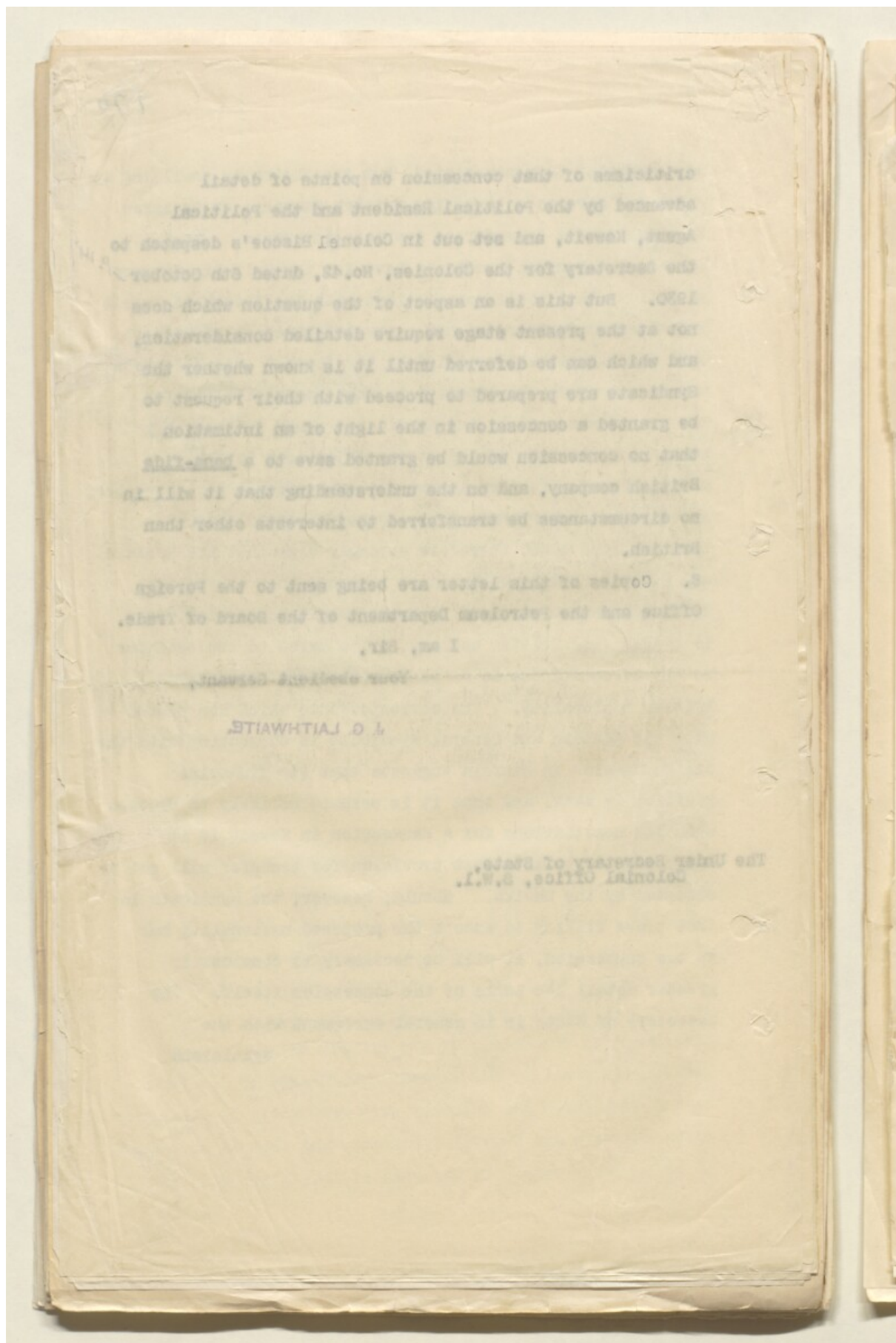
8. Copies of this letter are being sent to the Foreign Office and the Petroleum Department of the Board of Trade.

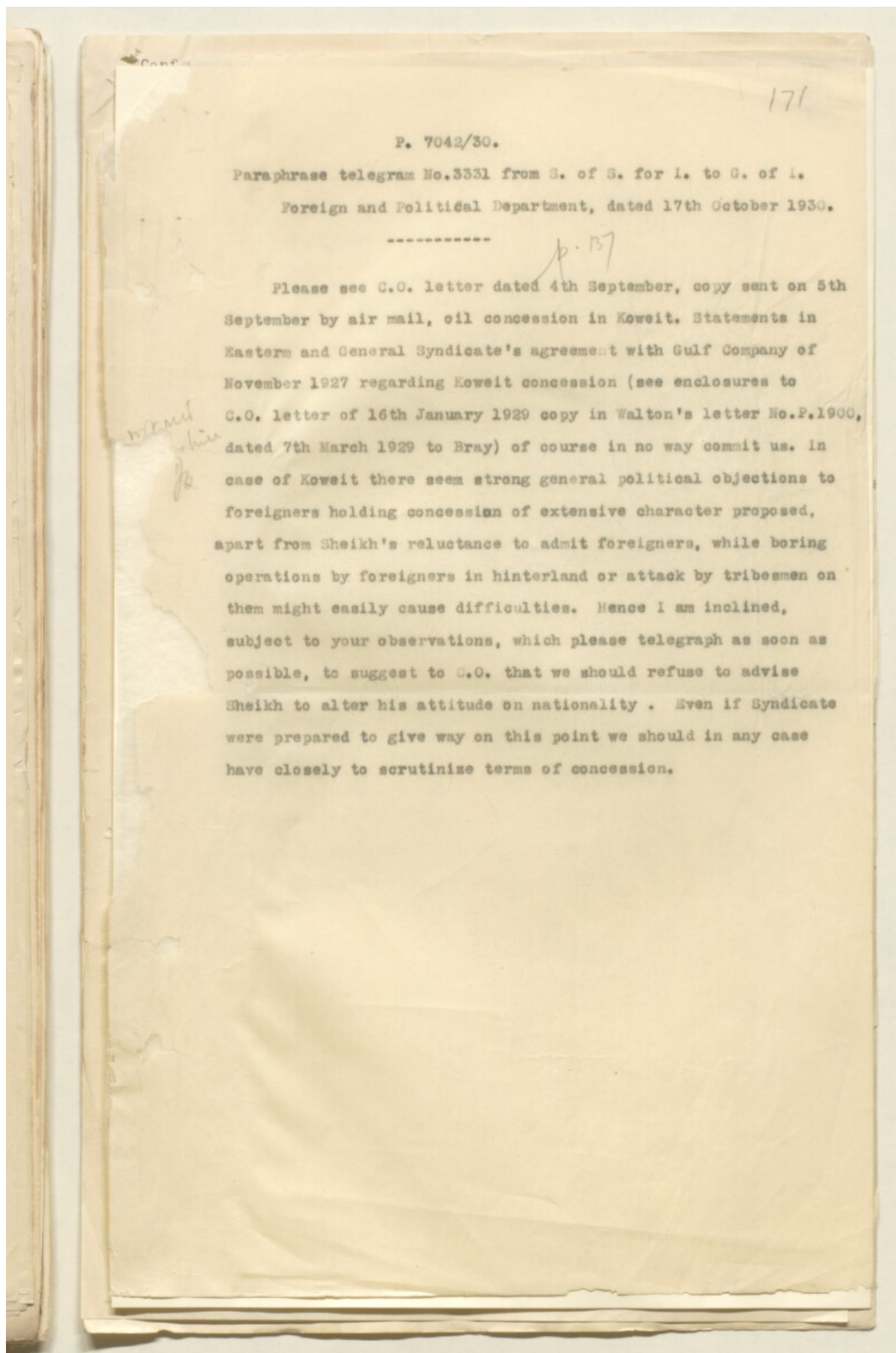
I am, Sir,

Your obedient Servant,

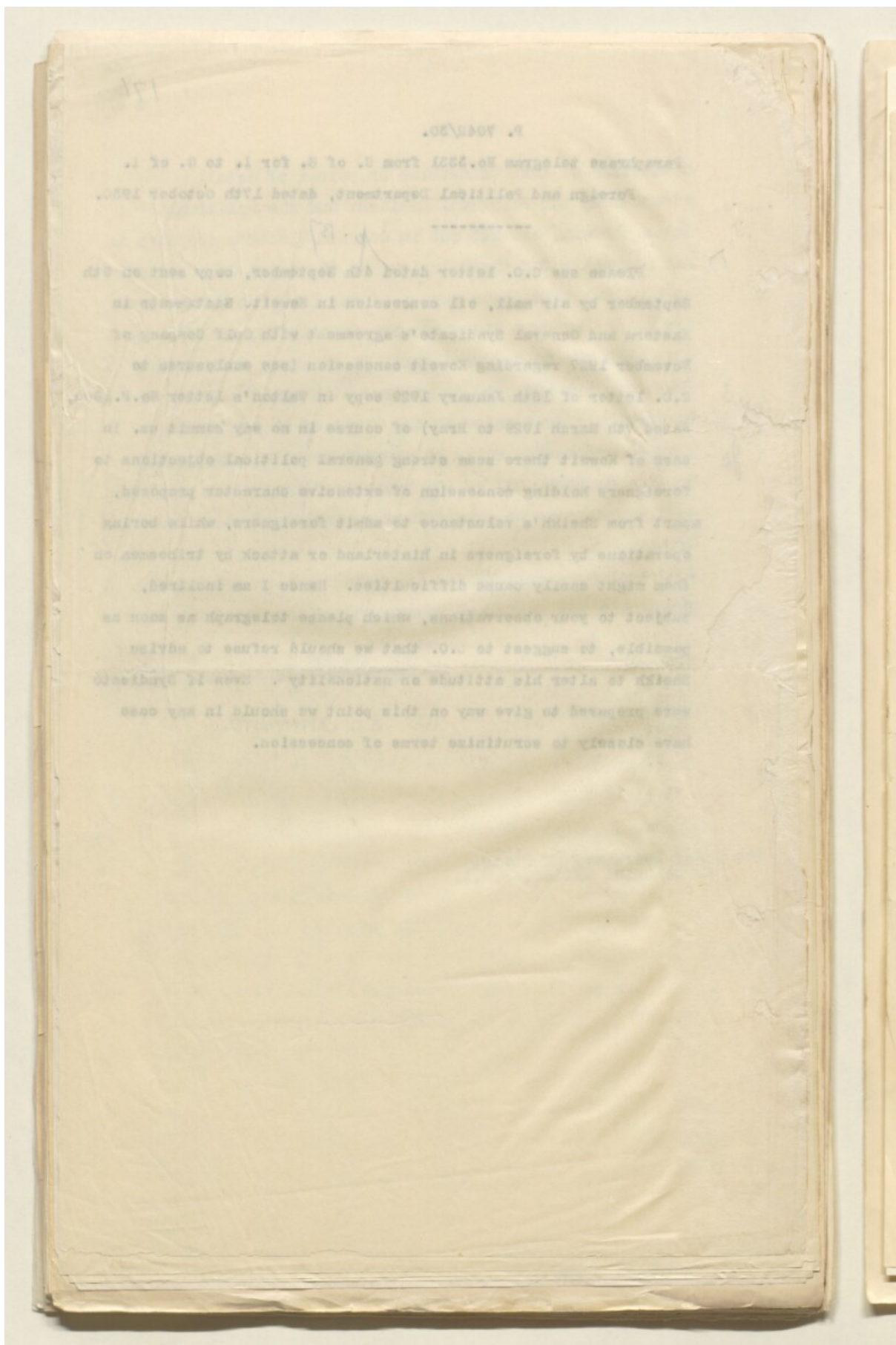
J. G. LAITHWAITE.

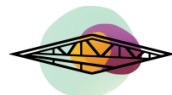
The Under Secretary of State,  
Colonial Office, S.W.1.







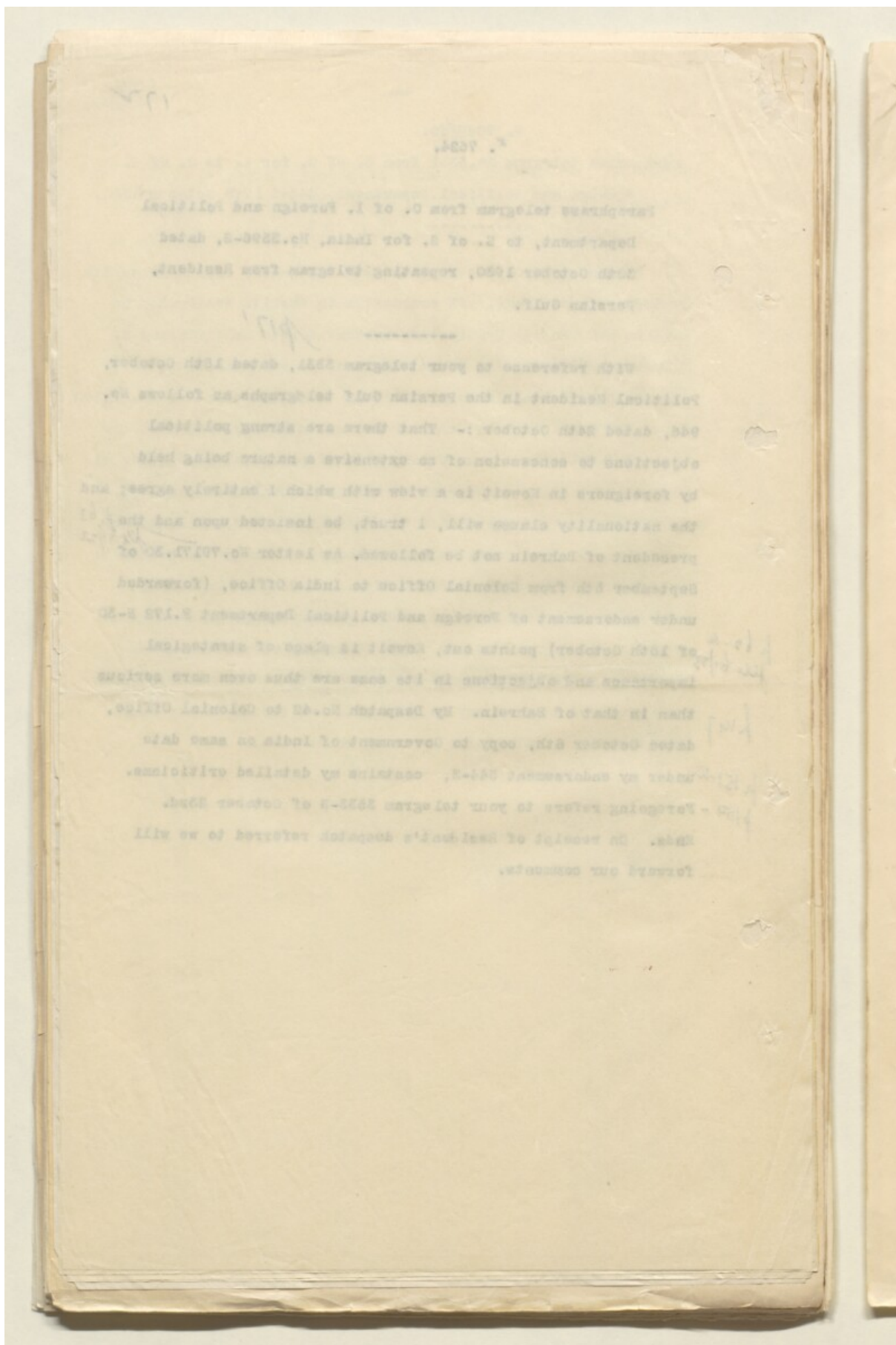




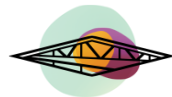
172 ✓  
No. 7624.

Paraphrase telegram from G. of I. Foreign and Political Department, to S. of S. for India, No.3596-S, dated 30th October 1930, repeating telegram from Resident, Persian Gulf.

----- p17'  
With reference to your telegram 3331, dated 18th October, Political Resident in the Persian Gulf telegraphs as follows No. 946, dated 24th October :- That there are strong political objections to concession of so extensive a nature being held by foreigners in Koweit is a view with which I entirely agree; and the nationality clause will, I trust, be insisted upon and the precedent of Bahrein not be followed. As letter No.79171.30 of September 5th from Colonial Office to India Office, (forwarded under endorsement of Foreign and Political Department F.172 N-30 of 15th October) points out, Koweit is place of strategical importance and objections in its case are thus even more serious than in that of Bahrein. My Despatch No.42 to Colonial Office, dated October 6th, copy to Government of India on same date under my endorsement 544-S, contains my detailed criticisms. p151-a  
p151 - Foregoing refers to your telegram 3533-S of October 23rd. file 61/23  
Ends. On receipt of Resident's despatch referred to we will forward our comments.







Confidential.

86/1 = 173

No. F.282-N/28.

BUSHIRE RESIDENCY  
File ... 59  
Date ... 15/1/31  
CONFIDENTIAL RECORD

A copy of the undermentioned papers is forwarded to the Hon'ble the Political Resident in the Persian Gulf, for information with reference to the correspondence ending with his endorsement No. 613-S of 1930, dated the 3rd December 1930.

By order, etc.,

*p. 20-24  
per 86/1-III*

*[Signature]*

Additional Deputy Secretary to the Government of India

Foreign and Political Department.  
New Delhi;  
The 7<sup>th</sup> January 1931.

.....

1. Letter from the Air Ministry to the India Office,  
No. S.28955/Pt.II/S.6, dated the 25th November 1930.

\* 2. Letter from the Colonial Office to the India Office,  
No. 79008/30, dated 27th November 1930.

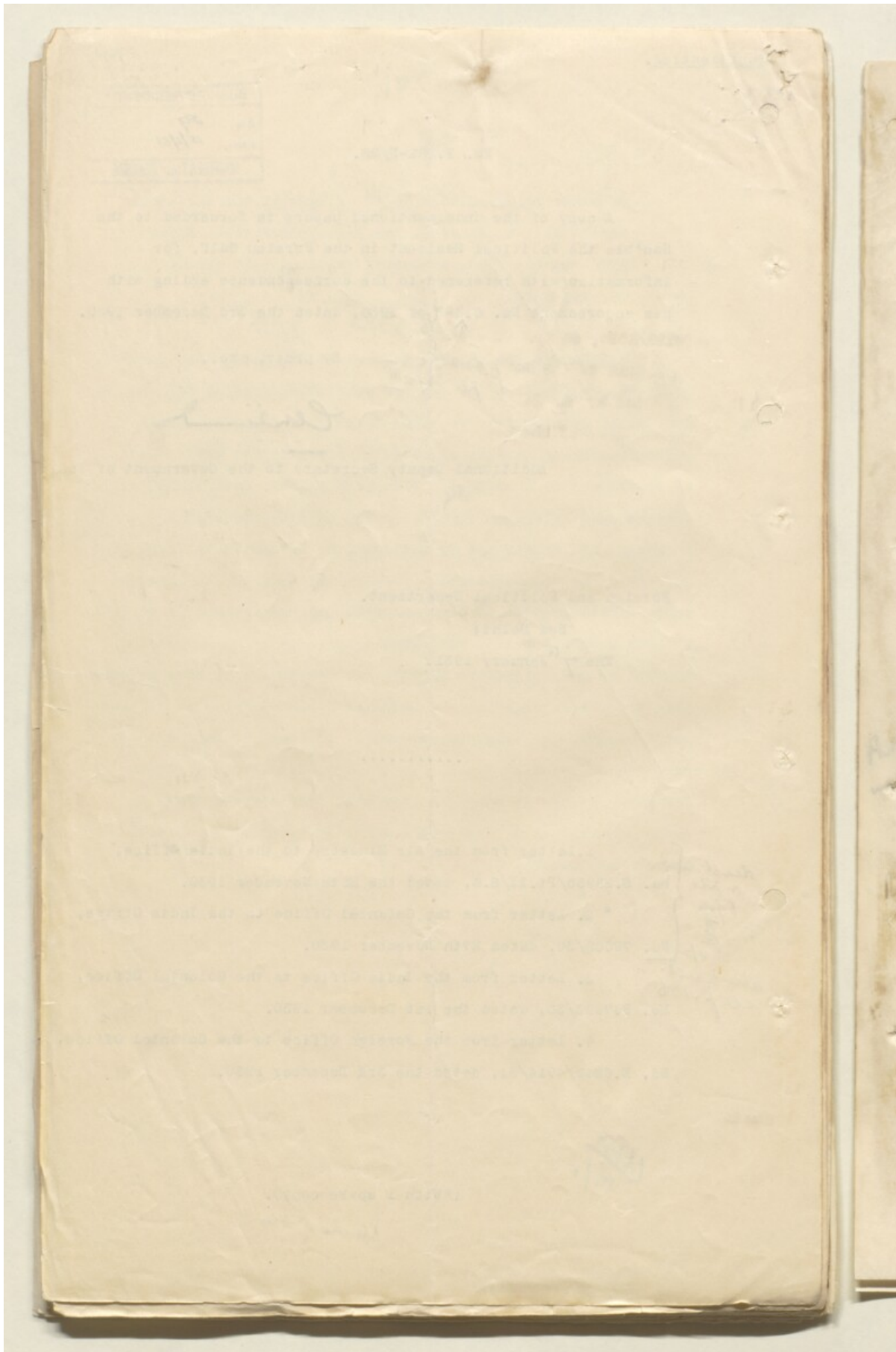
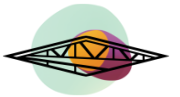
3. Letter from the India Office to the Colonial Office,  
No. P.7993/30, dated the 1st December 1930.

4. Letter from the Foreign Office to the Colonial Office,  
No. E.6215/4914/91, dated the 3rd December 1930.

*dealt with  
in file  
6/1/31  
see p. 106*

*[Signature]*  
15/1

(\*With 1 spare copy).



P  
8416  
1930

S.W.1.

copy not  
sent Bush

I am directed by Mr. Secretary Henderson to acknowledge the receipt of your letter No. 79176/30 of the 18th November enclosing copies of despatches from the Political Resident in the Persian Gulf relative to the draft oil concession which the Eastern and General Syndicate desire to negotiate with the Sheikh of Koweit.

2. It is observed from Lieutenant-Colonel Biscoe's despatch No. 43 of the 20th October that Major Holmes has stated that his principals, the American Gulf Company, would certainly object to the inclusion in the concession of a clause stipulating that the concession shall only be worked by British interests. Mr. Henderson considers that, should the Sheikh of Koweit's insistence on such a clause be maintained, representation on the subject may be received from the United States Government and that it would be easier to meet such representations if the Sheikh's decision on this point were available in writing. I am therefore to suggest, for the consideration of Lord Passfield, that steps should be taken to obtain such a document from the Sheikh.

5. Copies of this letter are being sent to the India Office and the Petroleum Department.

I am,

Sir,

Your obedient Servant,

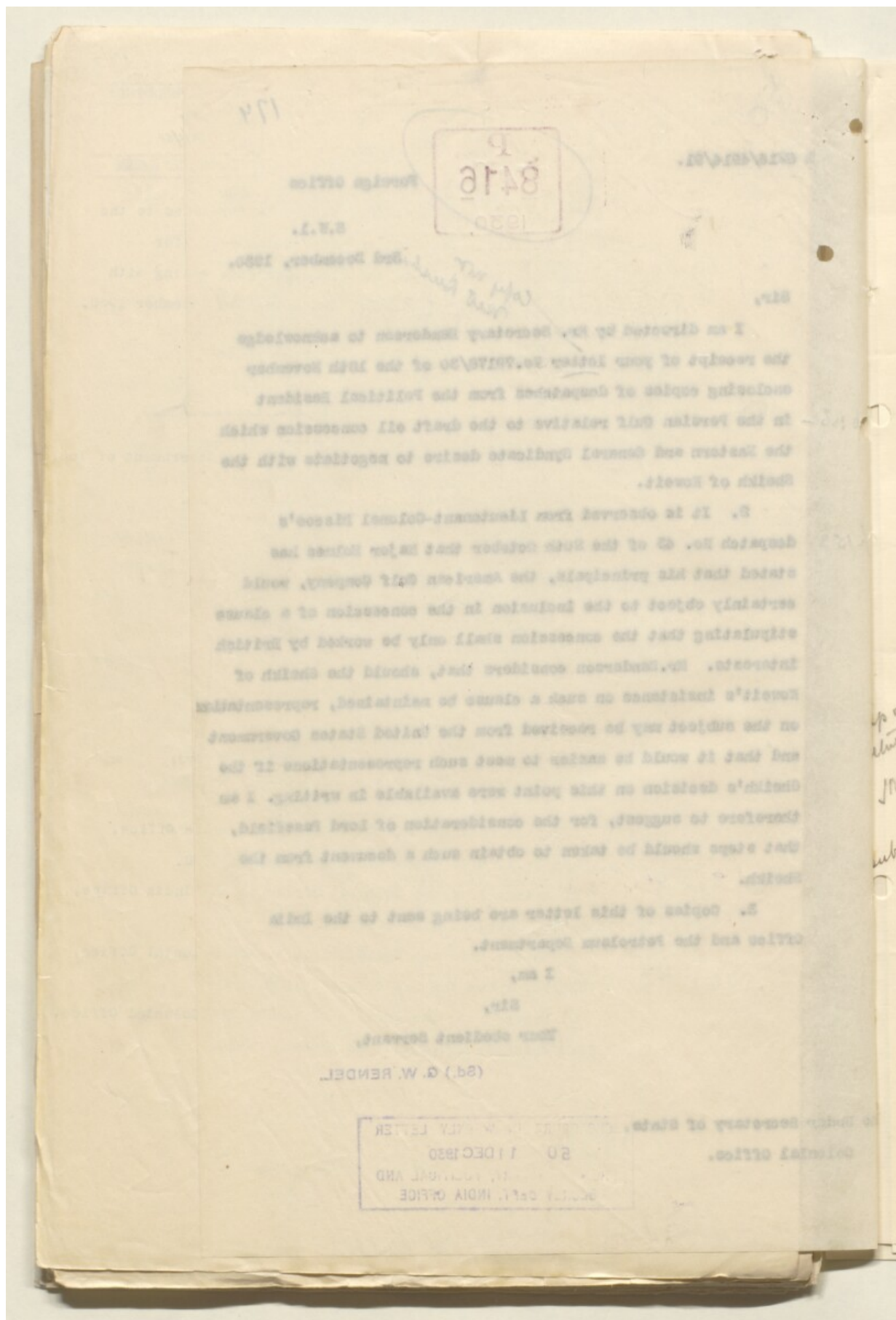
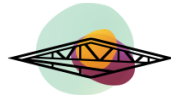
(Sd.) Q. W. RENDEL.

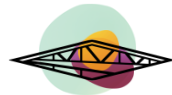
The Under Secretary of State, CINCINNATI IN WEEKLY LETTER  
Colonial Office. 50 11 DEC 1930

50 11 DEC 1930

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POLITICAL AND  
SECURITY DEPT. INDIA OFFICE

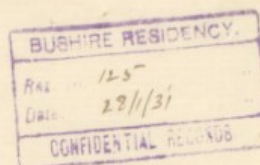






86/1  
Confidential.

D.O. No.8 of 12.1.31.



The Agency,  
Kuwait.

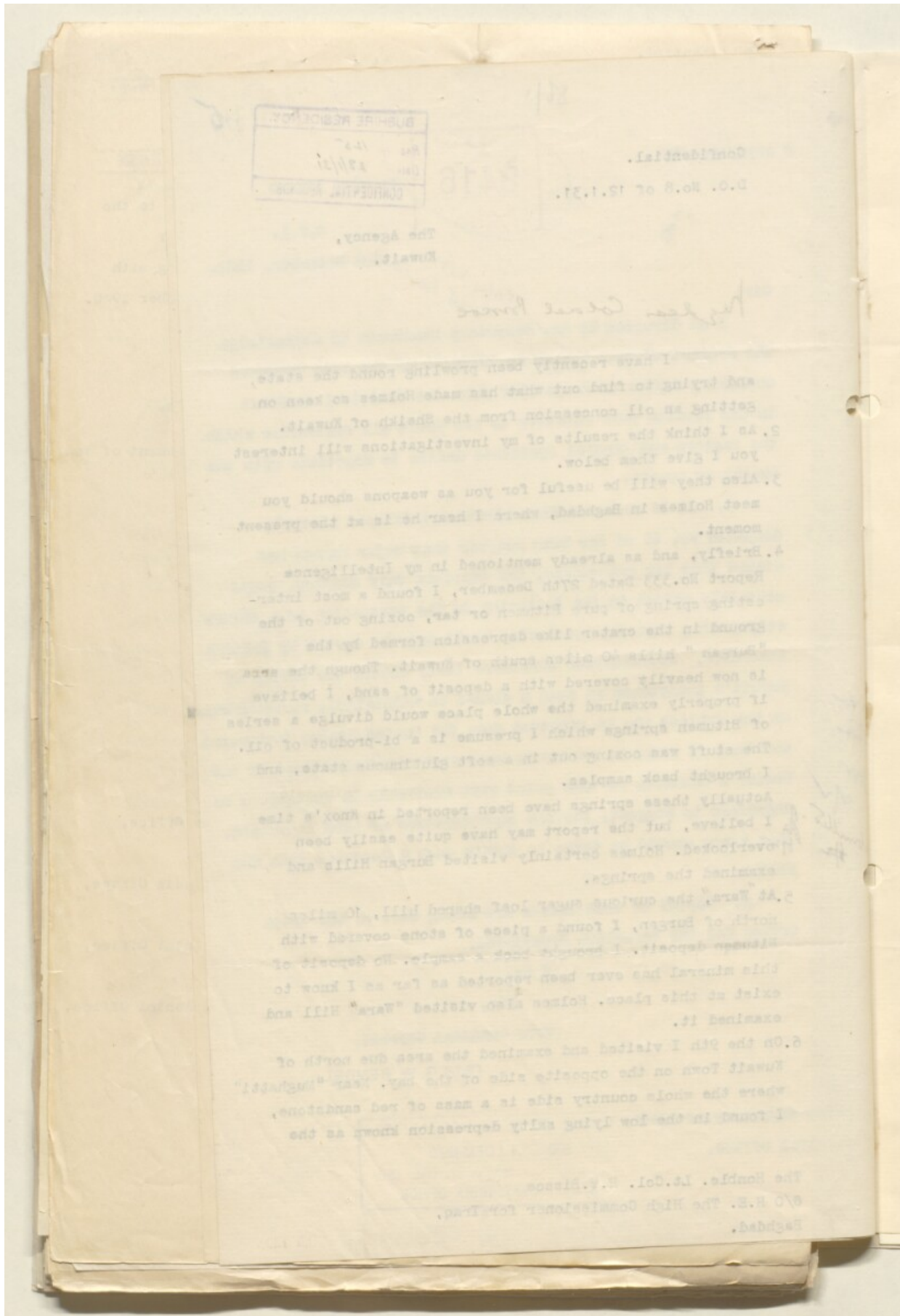
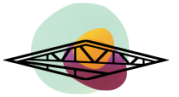
*My dear Colonel Biscoe*

I have recently been prowling round the state, and trying to find out what has made Holmes so keen on getting an oil concession from the Sheikh of Kuwait.

2. As I think the results of my investigations will interest you I give them below.
3. Also they will be useful for you as weapons should you meet Holmes in Baghdad, where I hear he is at the present moment.
4. Briefly, and as already mentioned in my Intelligence Report No.333 Dated 27th December, I found a most interesting spring of pure Bitumen or tar, oozing out of the ground in the crater like depression formed by the "Burgan" hills 40 miles south of Kuwait. Though the area is now heavily covered with a deposit of sand, I believe if properly examined the whole place would divulge a series of Bitumen springs which I presume is a bi-product of oil. The stuff was oozing out in a soft glutinous state, and I brought back samples. Actually these springs have been reported in Knox's time I believe, but the report may have quite easily been overlooked. Holmes certainly visited Burgan Hills and examined the springs.
5. At "Wara," the curious sugar loaf shaped hill, 10 miles north of Burgan, I found a piece of stone covered with Bitumen deposit. I brought back a sample. No deposit of this mineral has ever been reported as far as I know to exist at this place. Holmes also visited "Wara" Hill and examined it.
6. On the 9th I visited and examined the area due north of Kuwait Town on the opposite side of the bay. Near "Mughattil" where the whole country side is a mass of red sandstone, I found in the low lying salty depression known as the

*40 on  
the  
submitter  
#2*

The Honble. Lt.Col. H.V.Biscoe  
C/O H.E. The High Commissioner for Iraq,  
Baghdad.







176

the "Bahra", two obviously fairly recently excavated holes in the ground out of which crude oil was slowly oozing and trying to mix with the salty puddles that lay about after the recent rains. It was quite obvious what the stuff was from its strong smell.

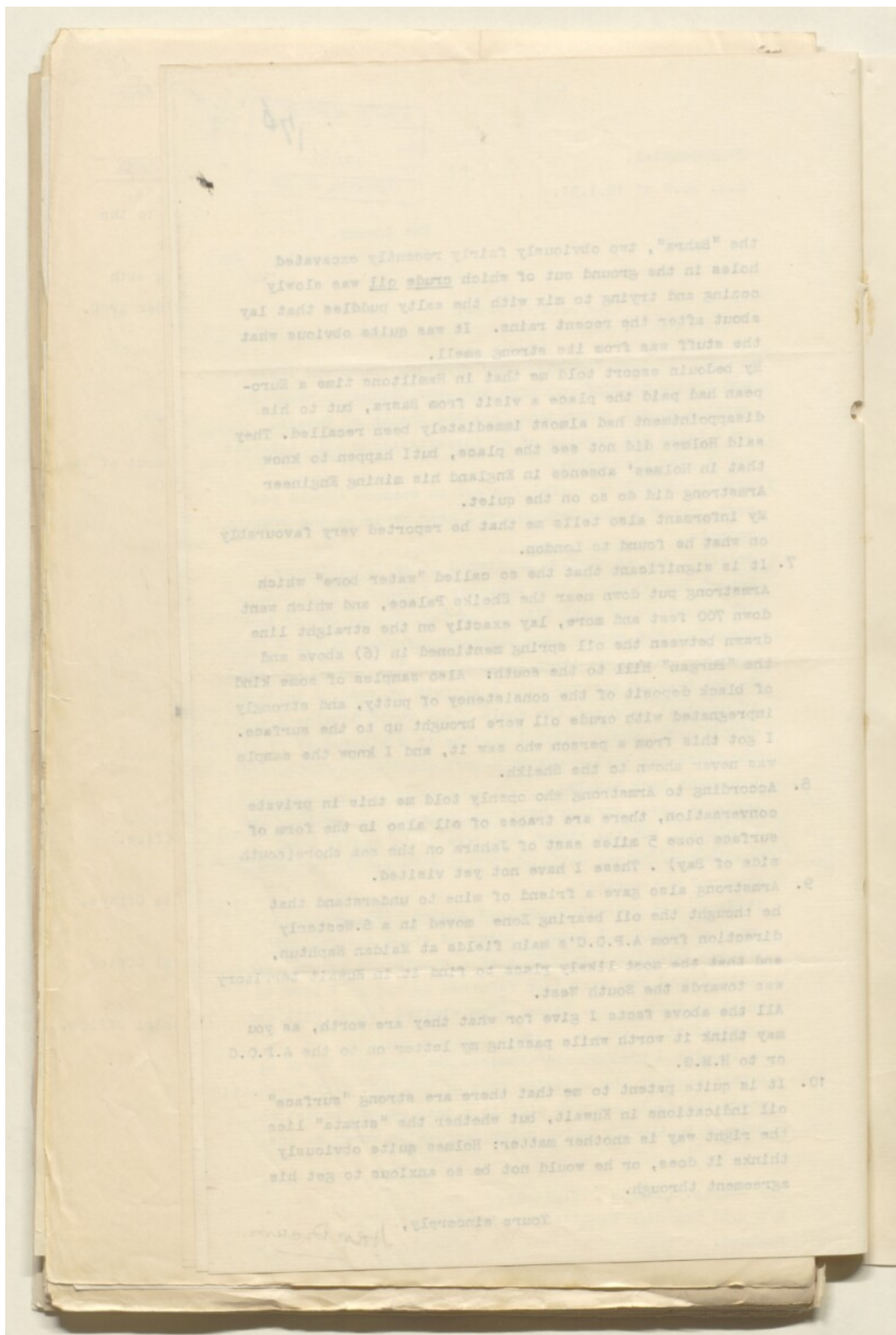
My bedouin escort told me that in Hamiltons time a European had paid the place a visit from Basra, but to his disappointment had almost immediately been recalled. They said Holmes did not see the place, but I happen to know that in Holmes' absence in England his mining Engineer Armstrong did do so on the quiet.

My informant also tells me that he reported very favourably on what he found to London.

7. It is significant that the so called "water bore" which Armstrong put down near the Sheiks Palace, and which went down 700 feet and more, lay exactly on the straight line drawn between the oil spring mentioned in (6) above and the "Burgan" hill to the south: Also samples of some kind of black deposit of the consistency of putty, and strongly impregnated with crude oil were brought up to the surface. I got this from a person who saw it, and I know the sample was never shown to the Sheikh.
8. According to Armstrong who openly told me this in private conversation, there are traces of oil also in the form of surface ooze 5 miles east of Jahara on the sea shore (south side of Bay) . These I have not yet visited.
9. Armstrong also gave a friend of mine to understand that he thought the oil bearing Zone moved in a S.Westerly direction from A.P.O.C's main fields at Maidan Naphtun, and that the most likely place to find it in Kuwait territory was towards the South West.  
All the above facts I give for what they are worth, as you may think it worth while passing my letter on to the A.P.O.C or to H.M.G.
10. It is quite patent to me that there are strong "surface" oil indications in Kuwait, but whether the "strata" lies the right way is another matter: Holmes quite obviously thinks it does, or he would not be so anxious to get his agreement through.

Yours sincerely,

*Her Dixon*





129  
29/1/31

Telegram G.T.C.,  
From Secretary of State for *the Colonies*,  
London,  
To Resident, Bushire,  
No: 3,  
Dated the 28th (received the 29th) January 1931.

h 156

Your confidential letter of 9th November  
No: 40-T. Eastern and General Syndicate are being informed  
that the Shaikh of Kuwait insists on the inclusion of  
British control clause in any concession that he may grant,  
that His Majesty's Government are not prepared to advise him  
to reconsider this attitude, and that Syndicate's proposals  
are therefore unacceptable in their present form.

*the Colonies.*  
Secretary of State for ~~the Colonies~~

W.A.

*Post copy sent to G. 7. 1. under Govt No 50-5 of 4/2/31.*  
*Dr*

Post copy forwarded to the Political Agent  
at Kuwait for information.

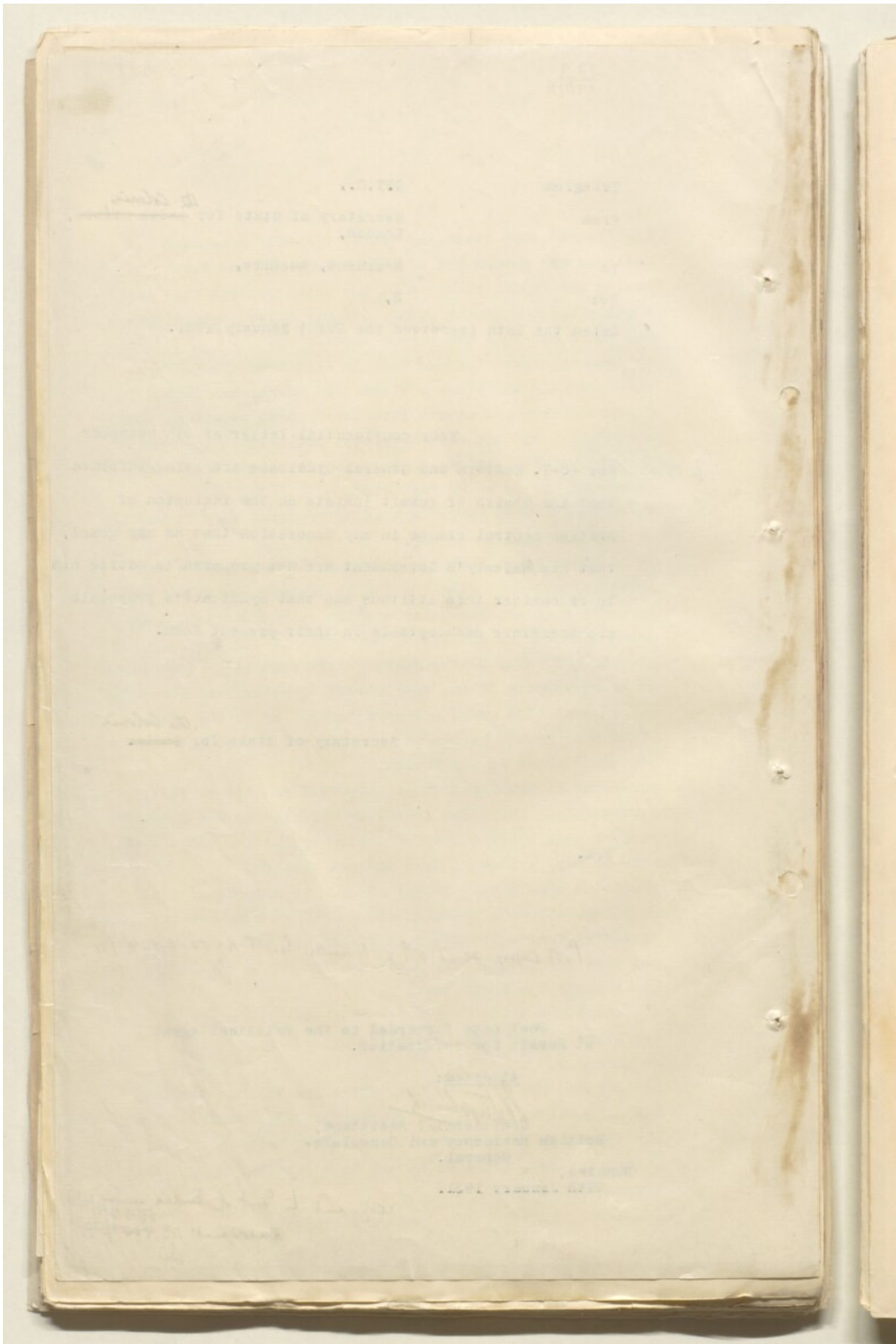
Attested:

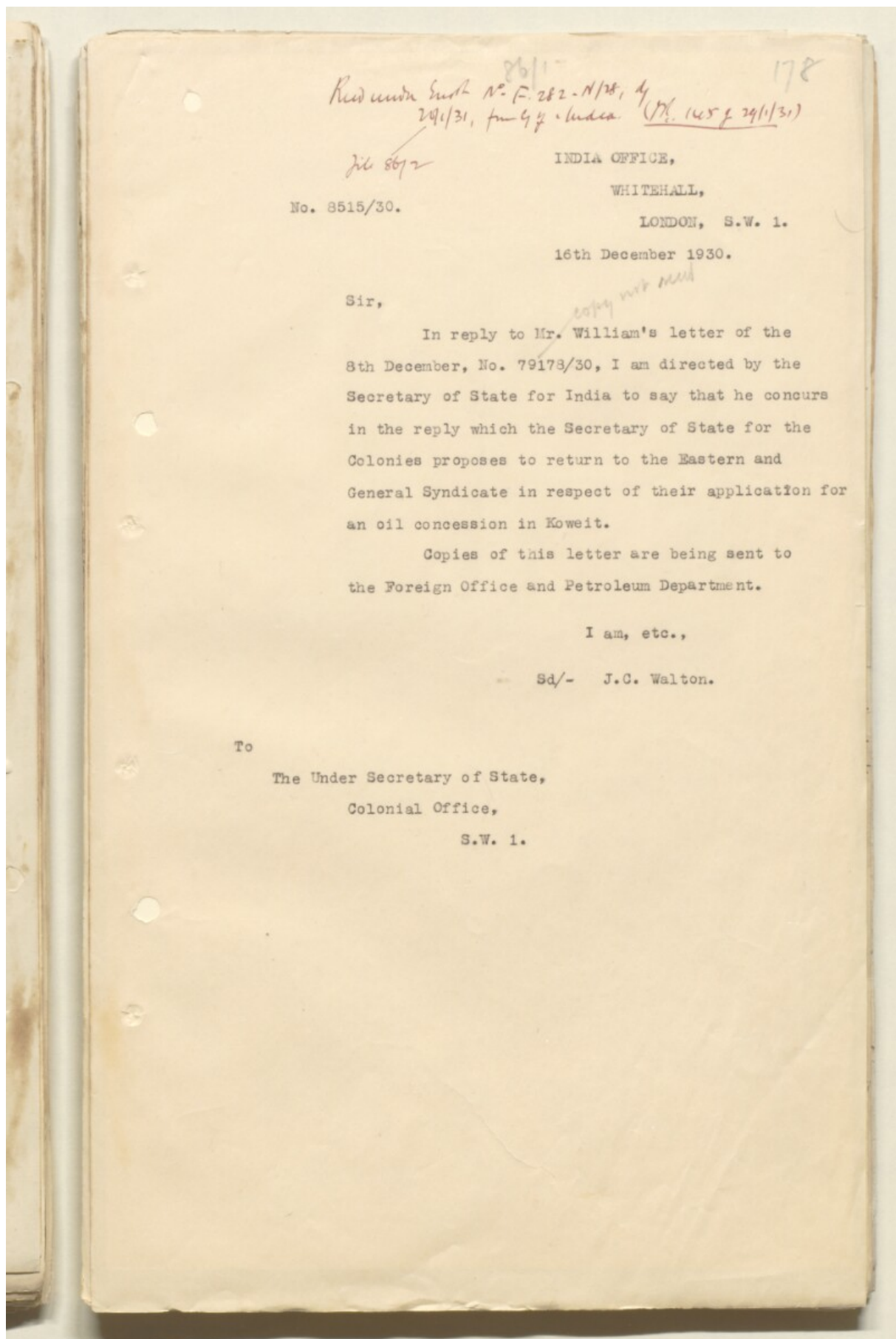
*[Signature]*  
Confidential Assistant,  
British Residency and Consulate-  
General.

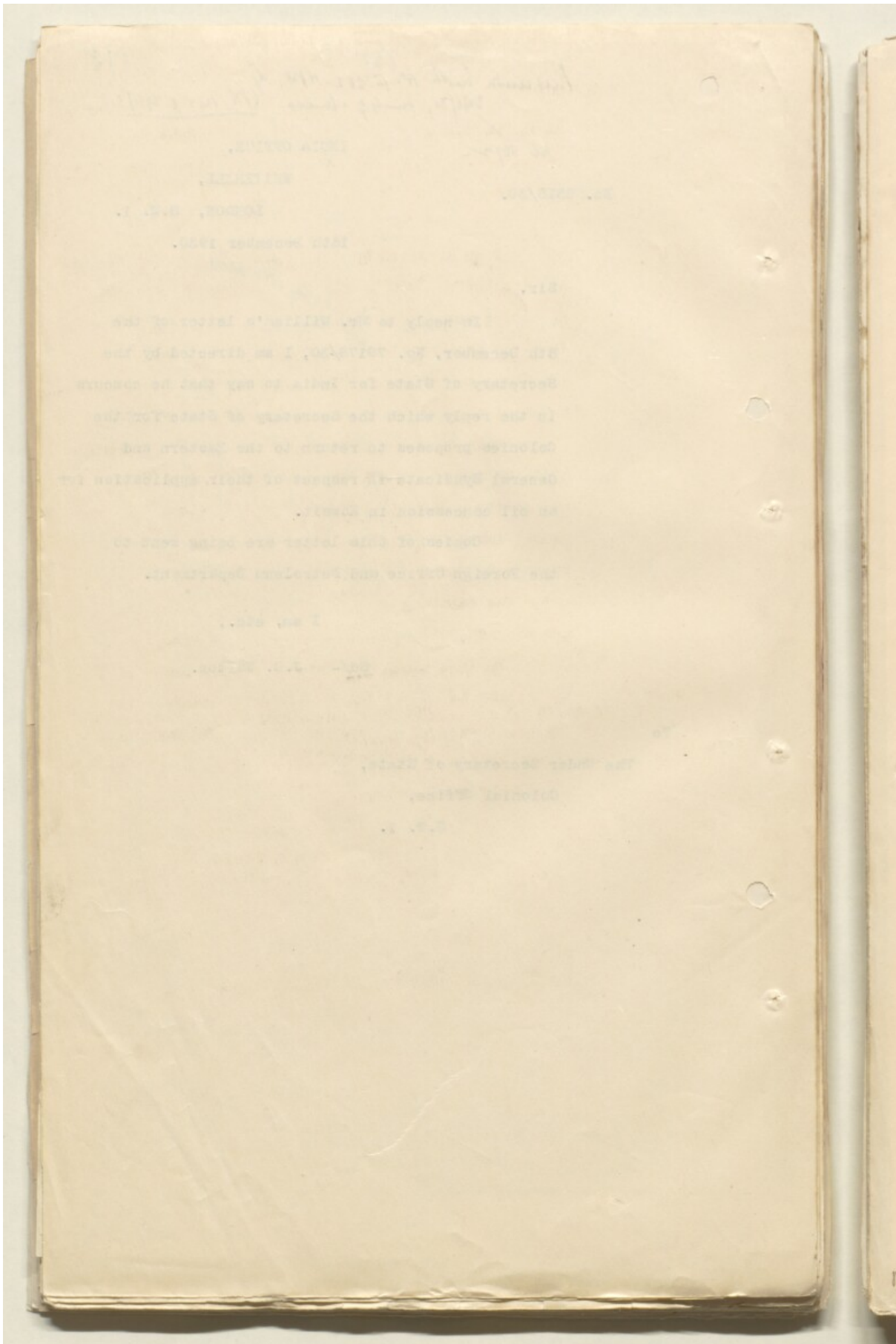
Bushire,  
29th January 1931.

*copy sent to Govt. of India under 50-5 of 4/2/31*  
*Endorsant No 40-5 of 7/2/31*  
*Dr*











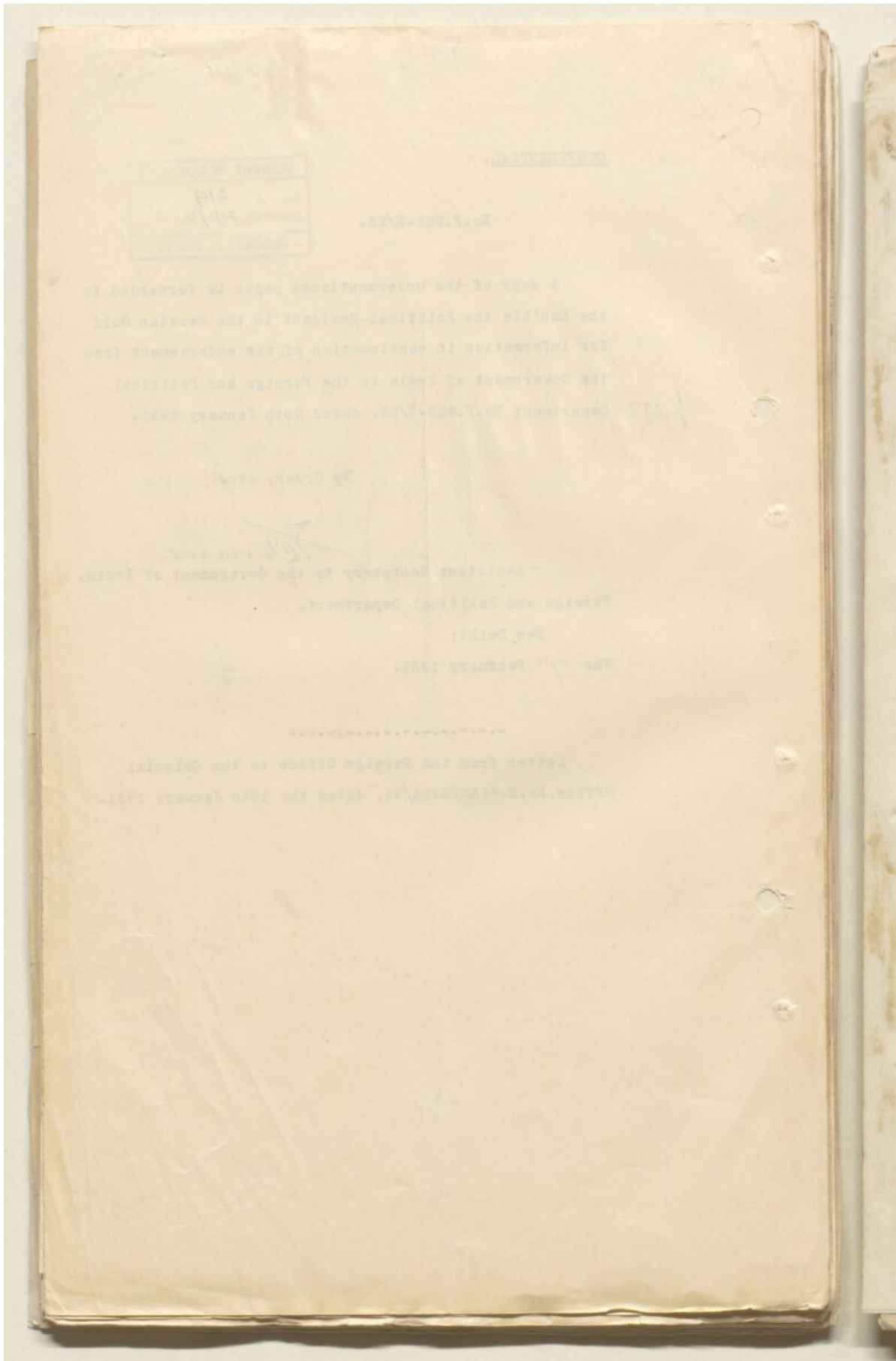
BUSHIRE RESIDENCY.  
 Age / No. 219  
 Date 25/2/31  
 CONFIDENTIAL RECORDS.

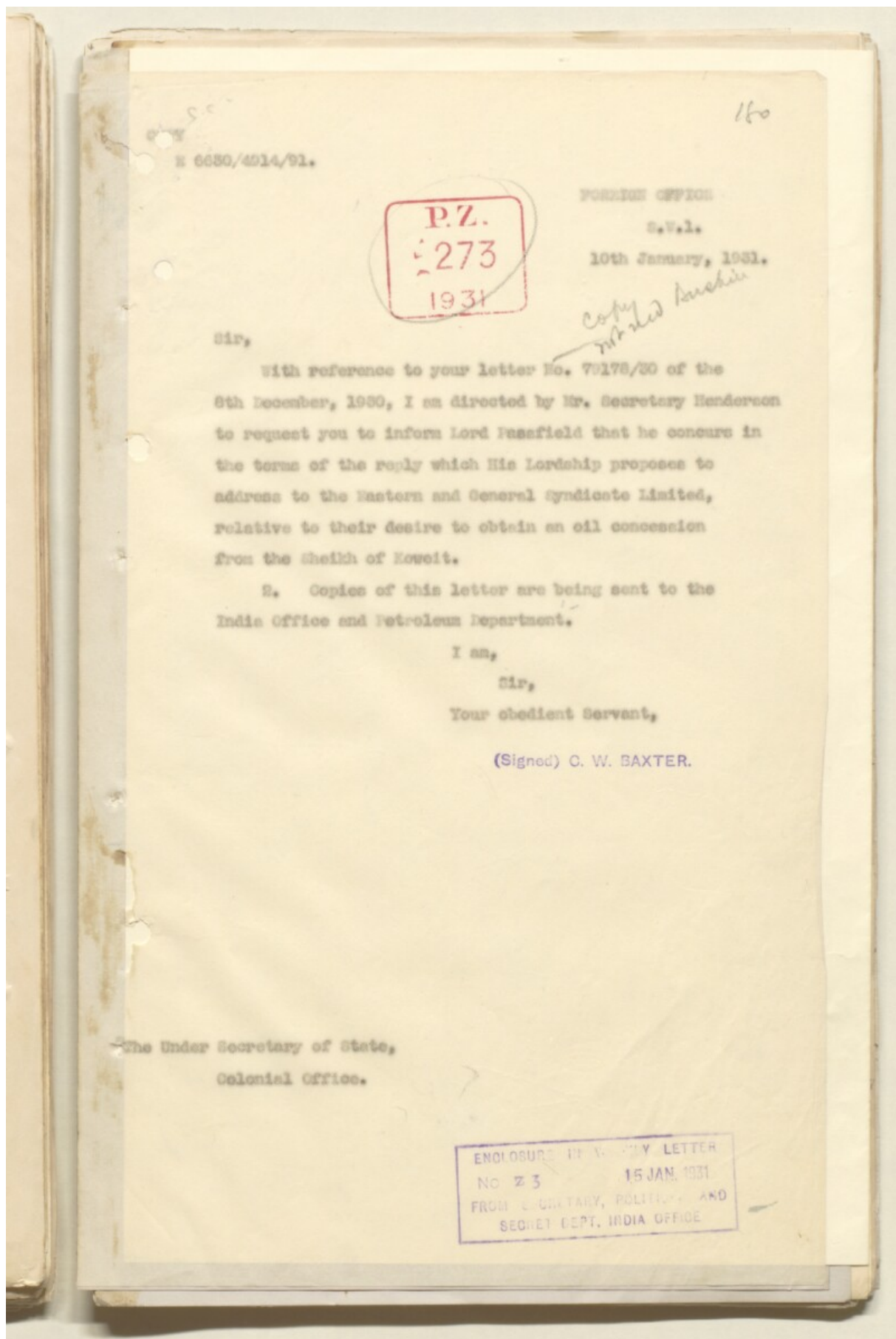
p 173

Ferne.

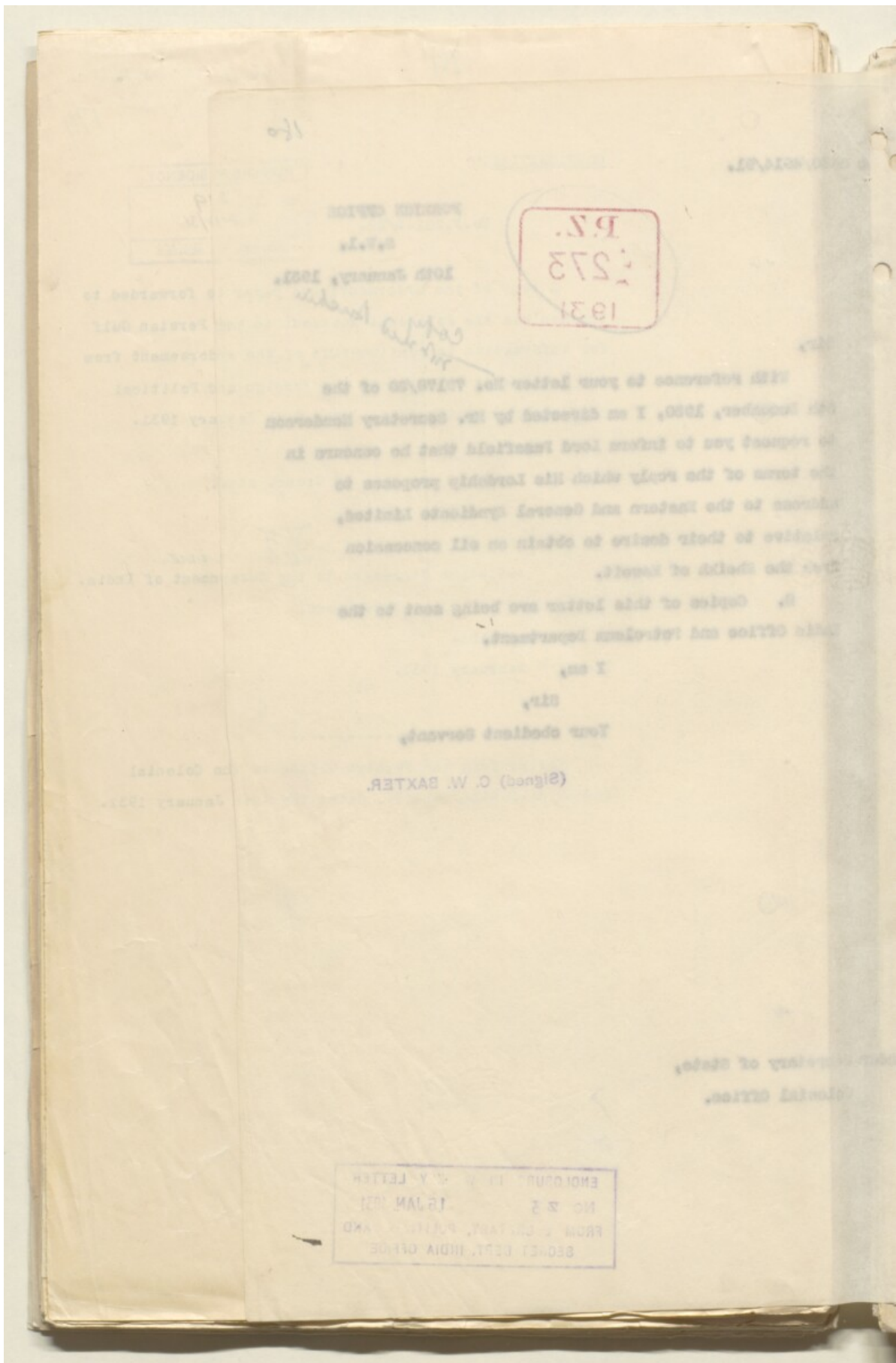
The 7<sup>th</sup> Febuary 1931.

Letter from the Foreign Office to the Colonial  
Office, No. E-6630/4914/91, dated the 10th January 1931.











86/1

Reference to previous correspondence:—

Secretary of State's Telegram  
High Commissioner's Despatch No. 3 of

the 28<sup>th</sup> January 1931

Persian Gulf  
Confidential "A"

BUSHY RESIDENCY.  
Ass. 263  
Date 28/1/31  
CONFIDENTIAL RECORDS.

Downing Street,  
6 February 1931

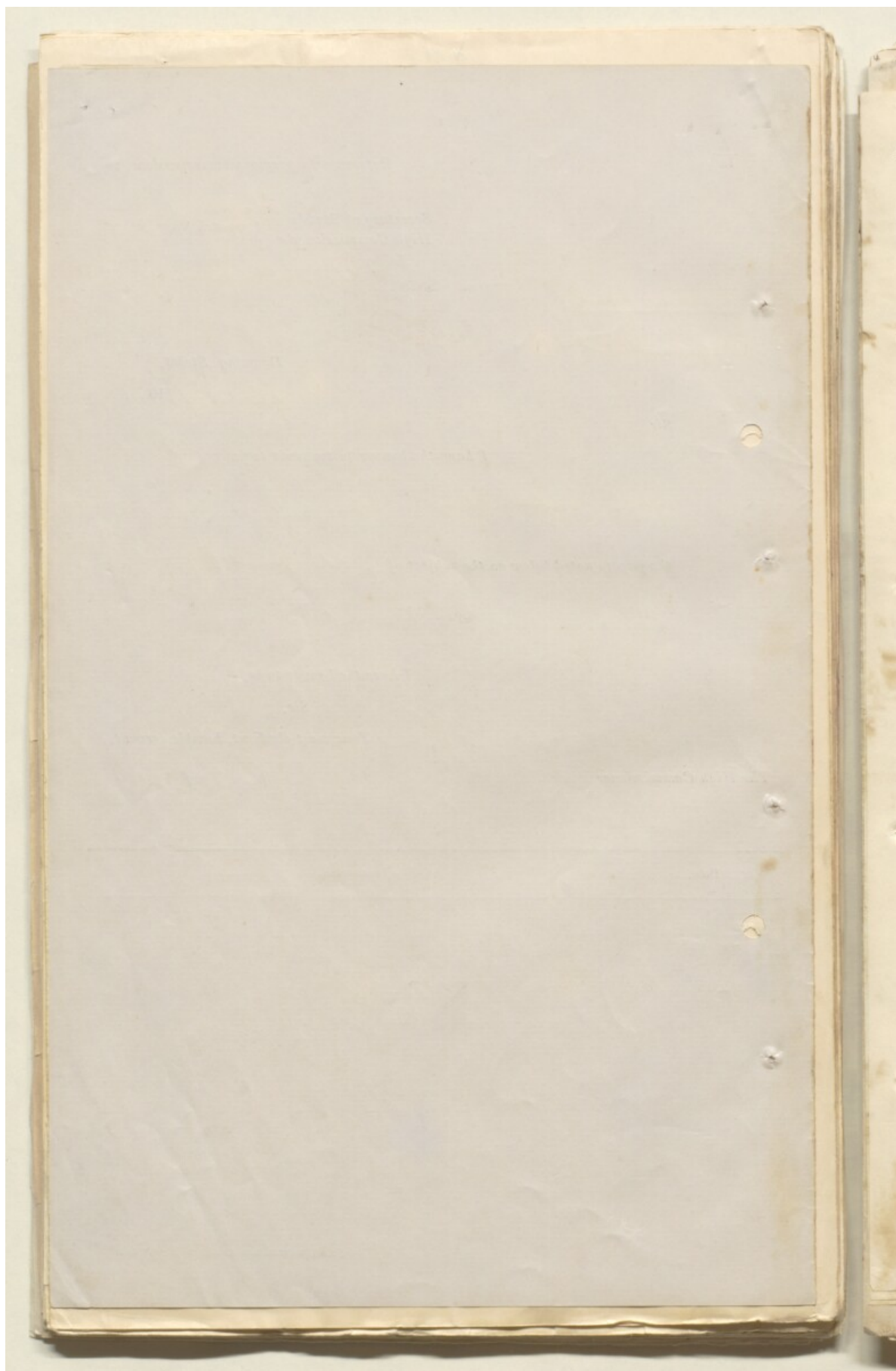
Sir,

I have the honour to transmit to you for  
your information, copies of  
the papers noted below on the subject of the grant of oil  
concessions in Kuwait

I have the honour to be,  
Sir,  
Your most obedient, humble servant,  
The Haile the Political Resident  
The High Commissioner in the Persian Gulf  
Passfield.

Date.	Description.
1930 3 December	From Foreign Office
1931 31 January	To
31	- Eastern General Syndicate Ltd

(R2432) Wt 1750g/2045 5.000 5/25 II & Sr Op 112







Copy.

E. 6215/4914/91

FOREIGN OFFICE,

S.W.1.

3rd December, 1930.

Sir,

*copy sent to Mr. Henderson*

I am directed by Mr. Secretary Henderson to acknowledge the receipt of your letter No.79178/30 of the 18th November, enclosing copies of despatches from the Political Resident in the Persian Gulf relative to the draft Oil Concession which the Eastern and General Syndicate desire to negotiate with the Sheikh of Koweit.

*P. 11-3*

2. It is observed from Lieutenant-Colonel Biscoe's despatch No.43 of the 20th October, that Major Holmes has stated that his principals, the American Gulf Company, would certainly object to the inclusion in the Concession of a clause stipulating that the Concession shall only be worked by British interests. Mr. Henderson considers that, should the Sheikh of Koweit's insistence on such a clause be maintained, representations on the subject <sup>that</sup> may be received from the United States Government and it would be easier to meet such representations if the Sheikh's decision on this point were available in writing. I am therefore to suggest, for the consideration of Lord Passfield, that steps should be taken to obtain such a document from the Sheikh.

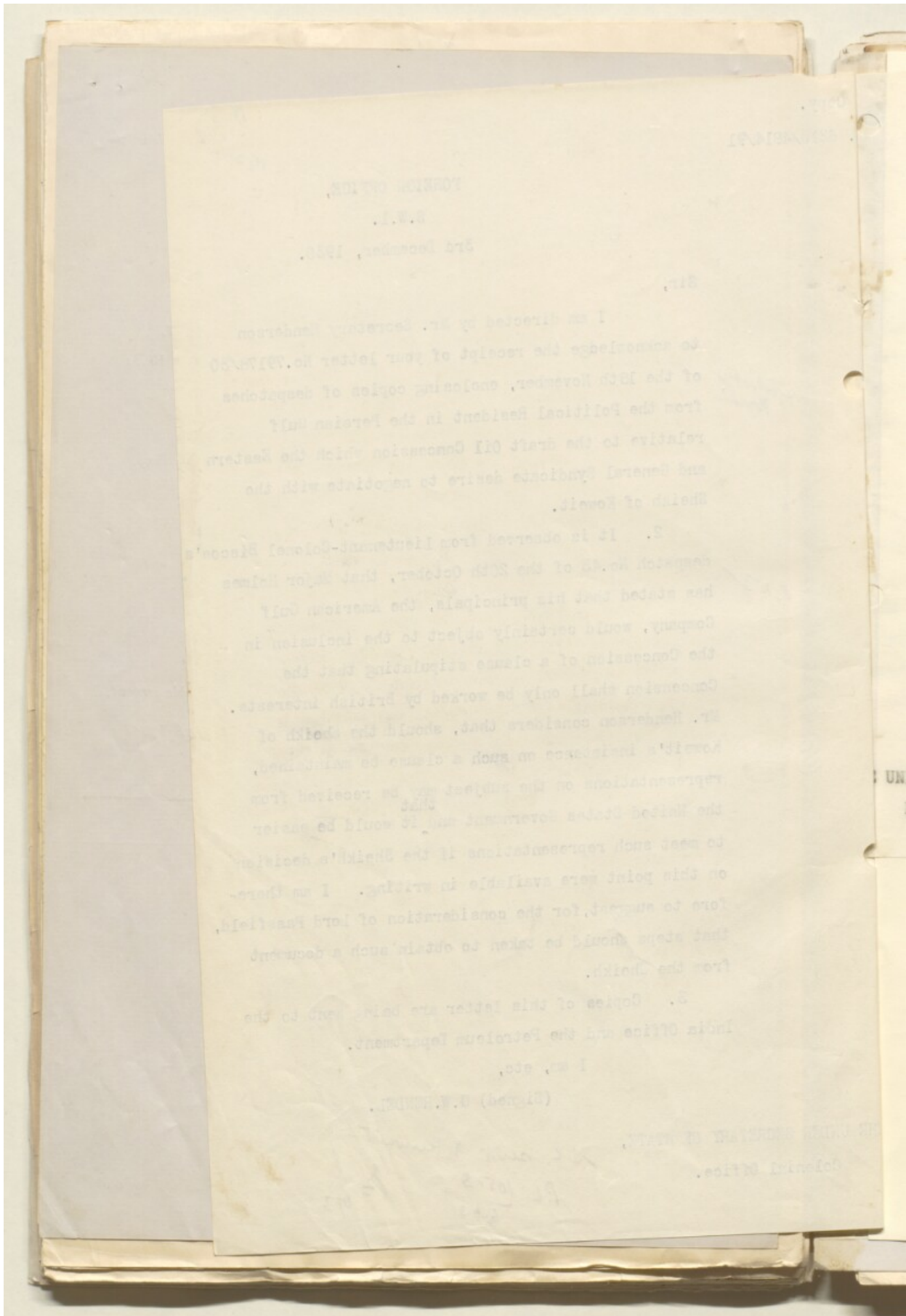
3. Copies of this letter are being sent to the India Office and the Petroleum Department.

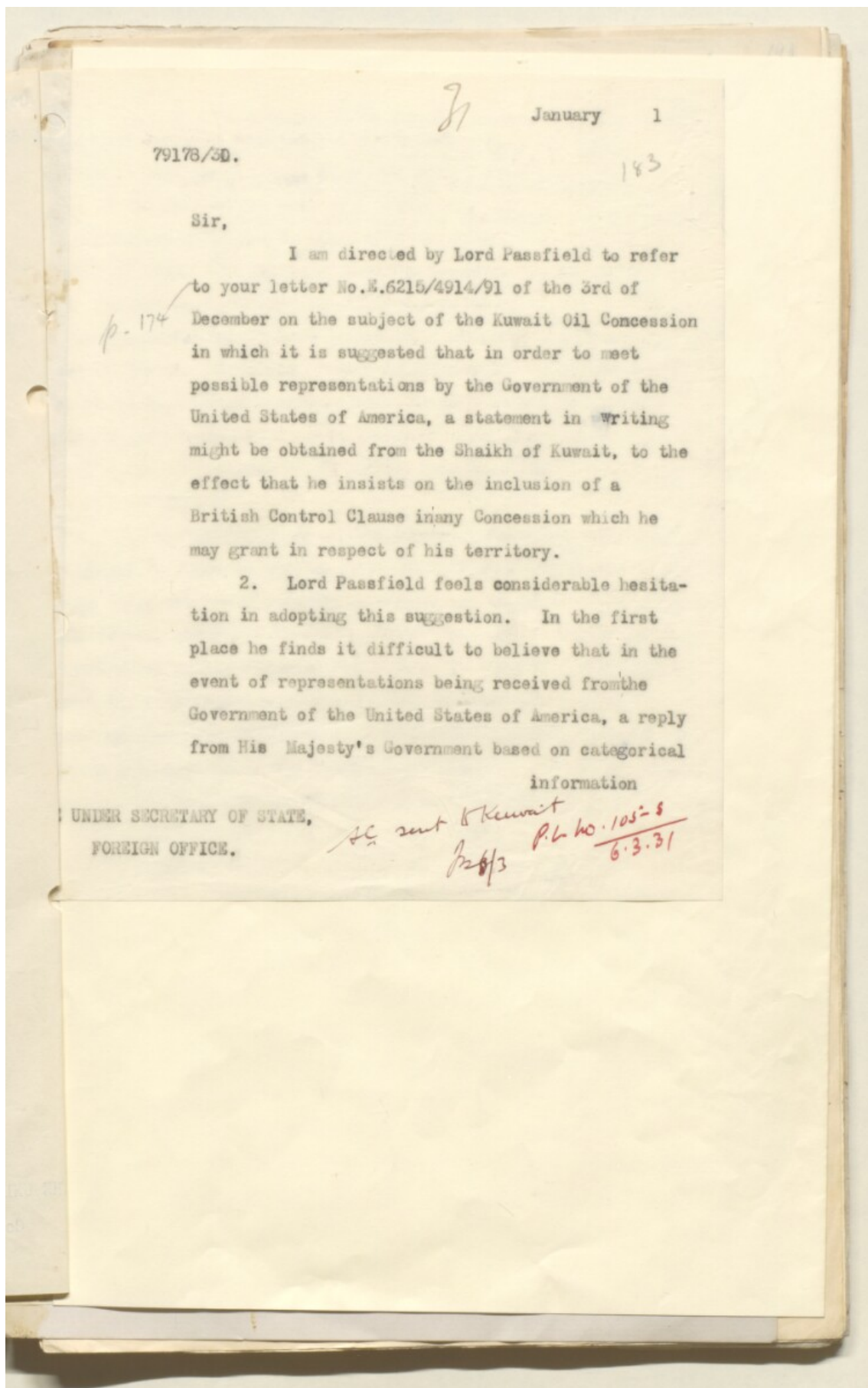
I am, etc,

(Signed) G.W.RENDEL.

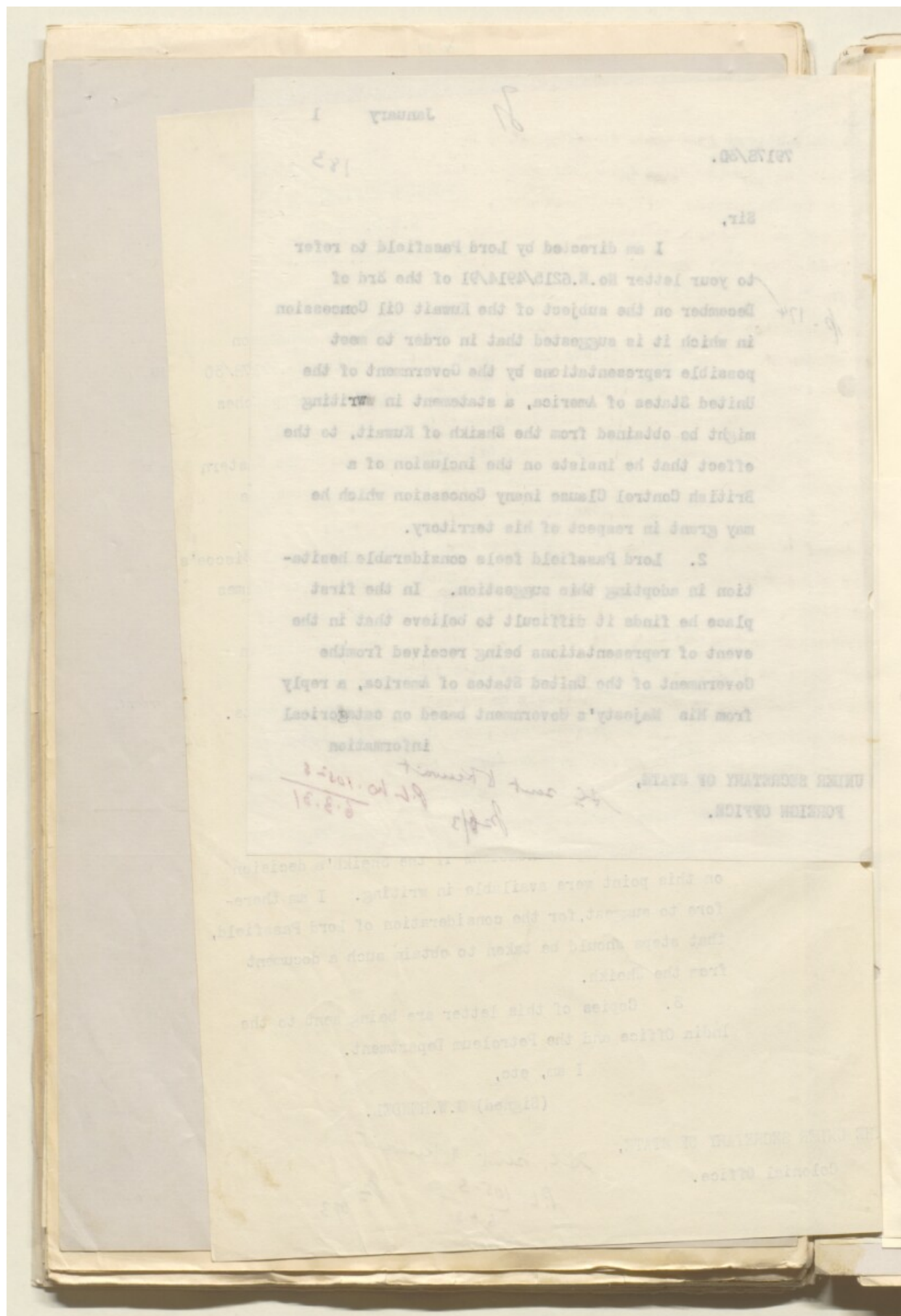
THE UNDER SECRETARY OF STATE,  
Colonial Office.

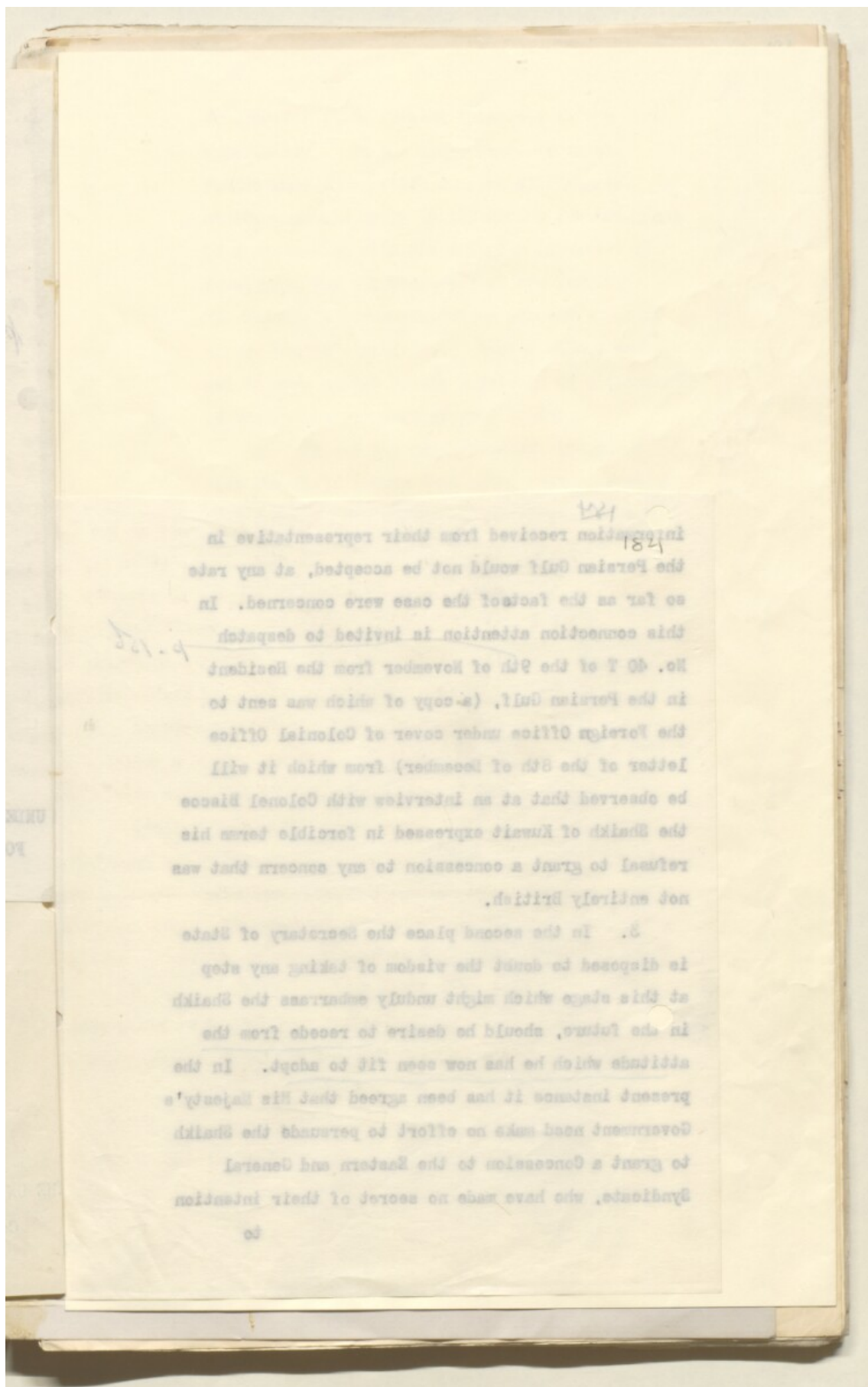
*cc. sent to Kuwait  
P.L. 105-S  
6.3.31  
P. 6/3*













154  
information received from their representative in the Persian Gulf would not be accepted, at any rate so far as the facts of the case were concerned. In this connection attention is invited to despatch No. 40 T of the 9th of November from the Resident in the Persian Gulf, (a copy of which was sent to the Foreign Office under cover of Colonial Office letter of the 8th of December) from which it will be observed that at an interview with Colonel Biscoe the Shaikh of Kuwait expressed in forcible terms his refusal to grant a concession to any concern that was not entirely British. p. 156

3. In the second place the Secretary of State is disposed to doubt the wisdom of taking any step at this stage which might unduly embarrass the Shaikh in the future, should he desire to recede from the attitude which he has now seen fit to adopt. In the present instance it has been agreed that His Majesty's Government need make no effort to persuade the Shaikh to grant a Concession to the Eastern and General Syndicate, who have made no secret of their intention to





185-  
to transfer it to foreign interests at the first opportunity. On the other hand, if in the future some non-British concern of adequate standing should apply to the Shaikh for the grant of a concession with the definite intention of developing the oil resources of his territory, His Majesty's Government might welcome a change in the Shaikh's attitude. Such a change would not be made easier by the existence of a document of the nature proposed in your letter.

4. In all the circumstances, therefore, Lord Passfield trusts that after reconsideration of the matter Mr. Henderson will agree with his view that matters should be allowed to remain as they are.

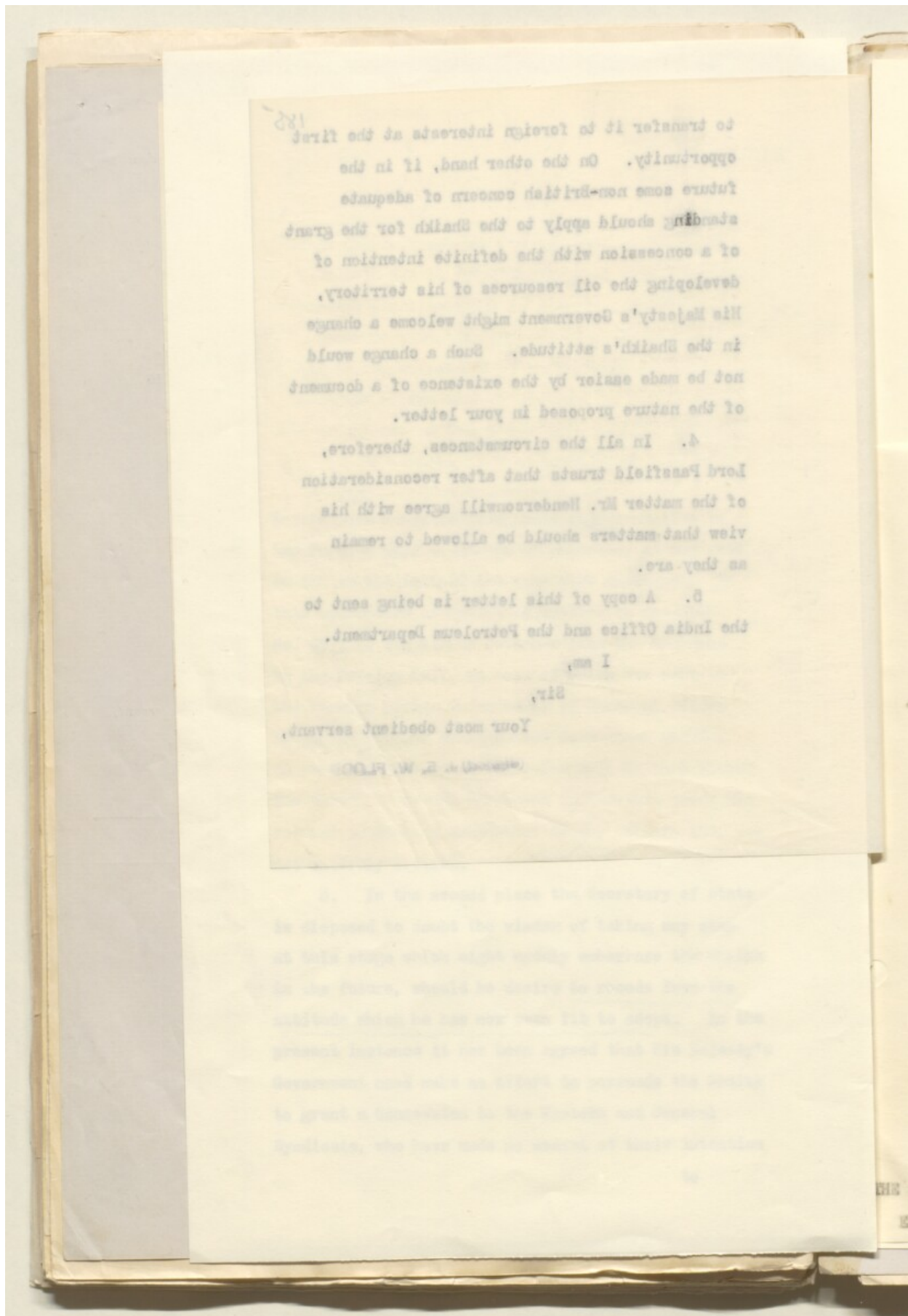
5. A copy of this letter is being sent to the India Office and the Petroleum Department.

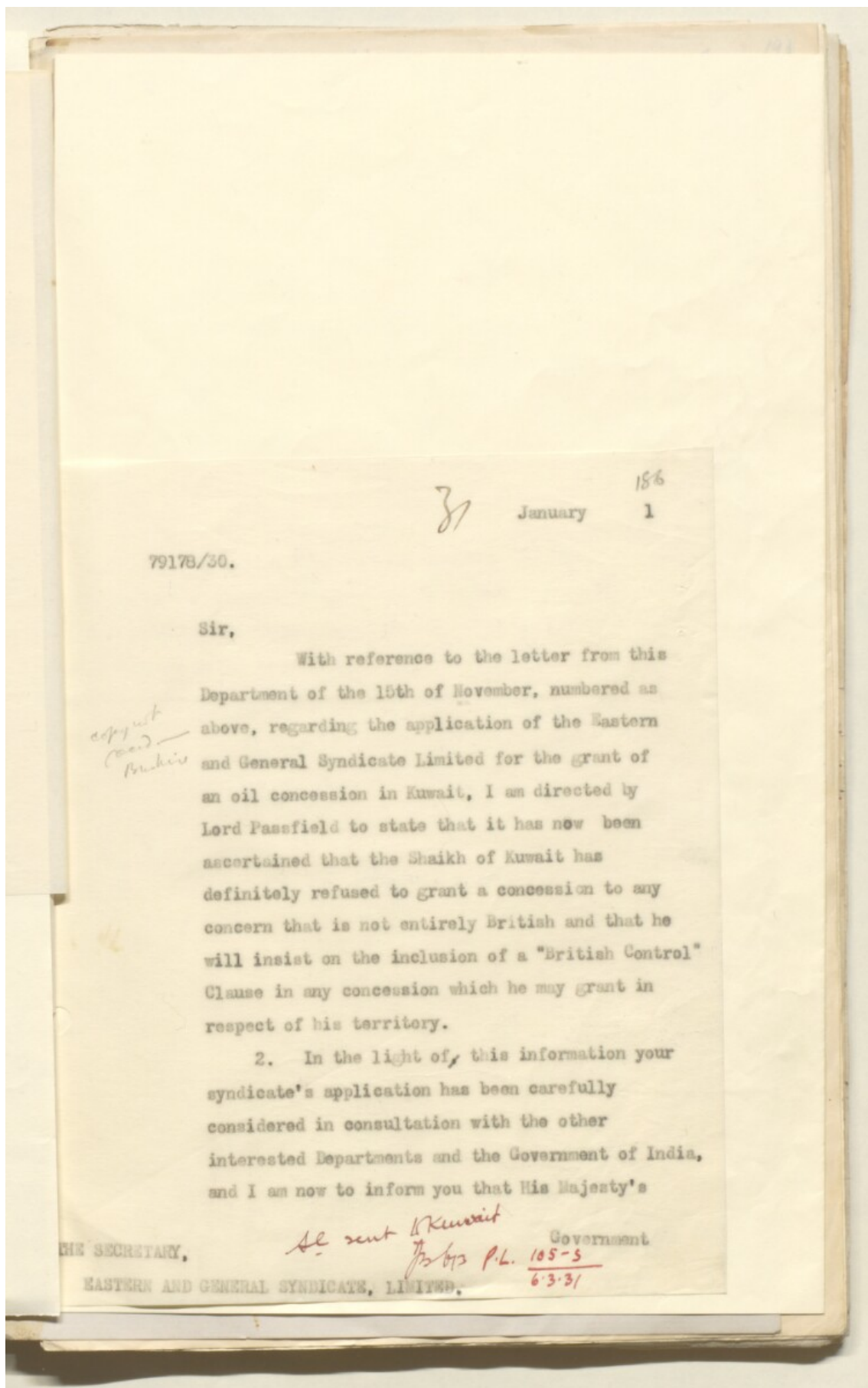
I am,

Sir,

Your most obedient servant,

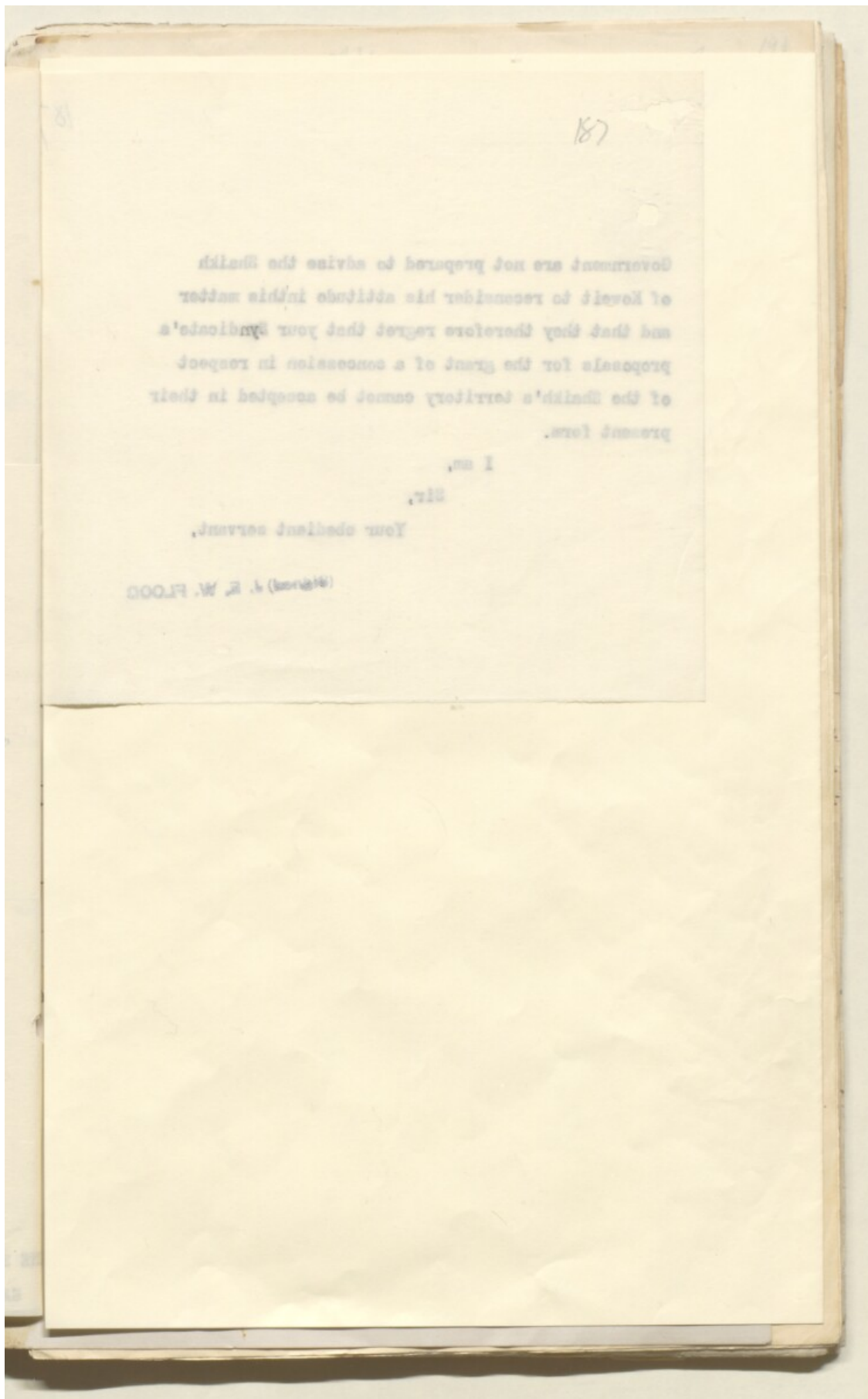
(Signed) J. E. W. FLOOD

















86/1 158

A  
1a

Reference to previous correspondence:—

Secretary of State's High Commissioner's Despatch No. Conf<sup>d</sup> A. 6 February 1931.

181

Downing Street,  
20 February 1931.

Sir,

I have the honour to transmit to you  
for your information  
the papers noted below on the subject of the Kuwait Oil Concession

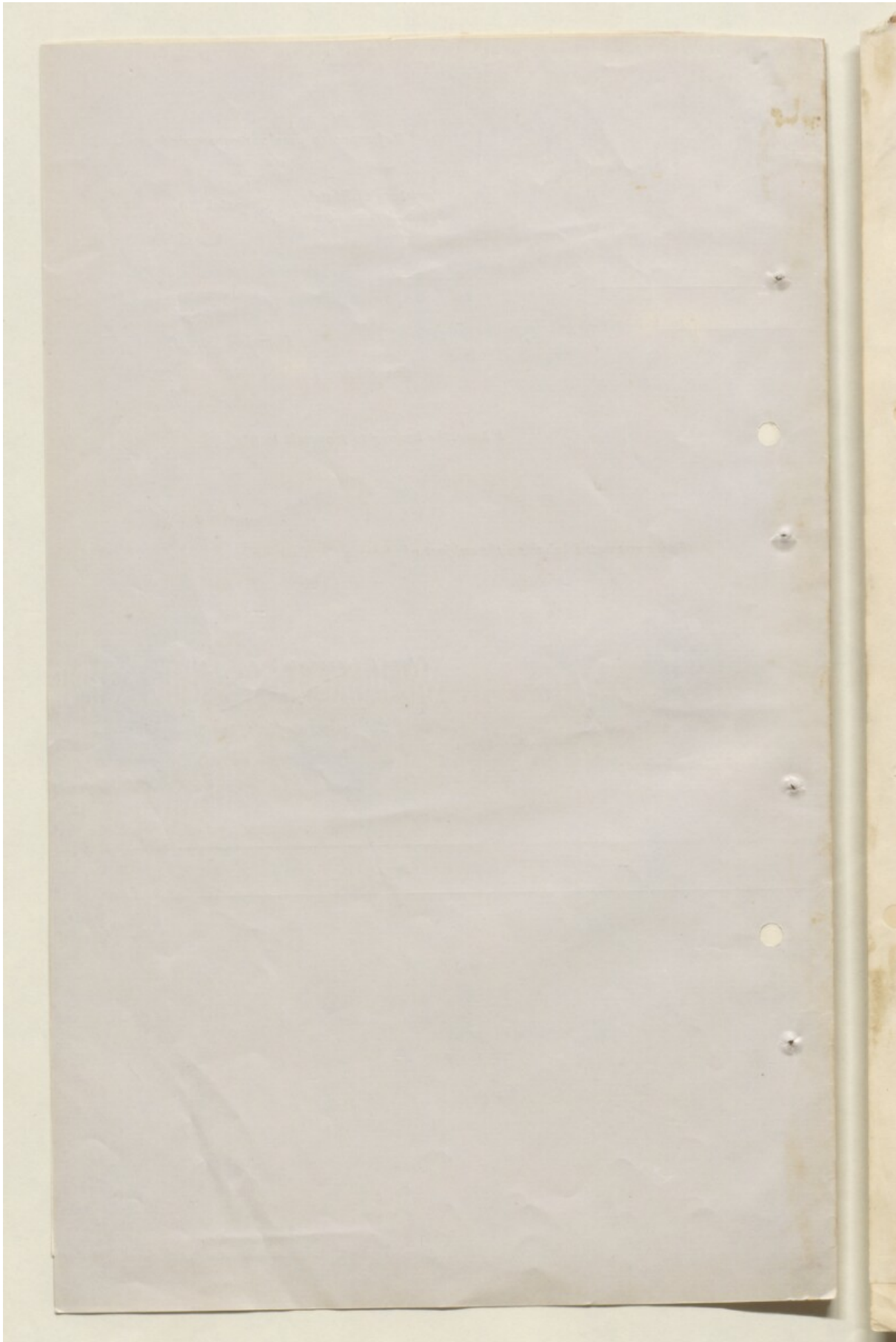
I have the honour to be,  
Sir,  
Your most obedient, humble servant,

Honble Political Resident  
High Commissioner  
Persian Gulf.

Pasfield.

Date.	Description.
1931. February	From Foreign Office. Copy granted. sent to Kuwait. under P.O. No. 124 of 13/3/31. 7/13/31

(117557) Wt 12522/2528 5,000 10/30 II & 8r Op 112





189  
No. E 510/325/91.

FOREIGN OFFICE, S.W.1.

10th February, 1931.

Sir,

4-143  
I am directed by Mr. Secretary Henderson to acknowledge the receipt of Colonial Office letter No. 79178/30 of the 31st January, regarding the suggestion that a statement should be obtained in writing from the Sheikh of Kuwait recording his insistence on the inclusion of a British control clause in any oil concession which he may grant in respect of his territory.

2. In reply, I am to request you to inform Lord Passfield that, in view of the considerations advanced in your letter, Mr. Henderson is prepared to agree that this suggestion should not be pursued.

3. Copies of this letter are being sent to the India Office and Petroleum Department.

I am,

Sir,

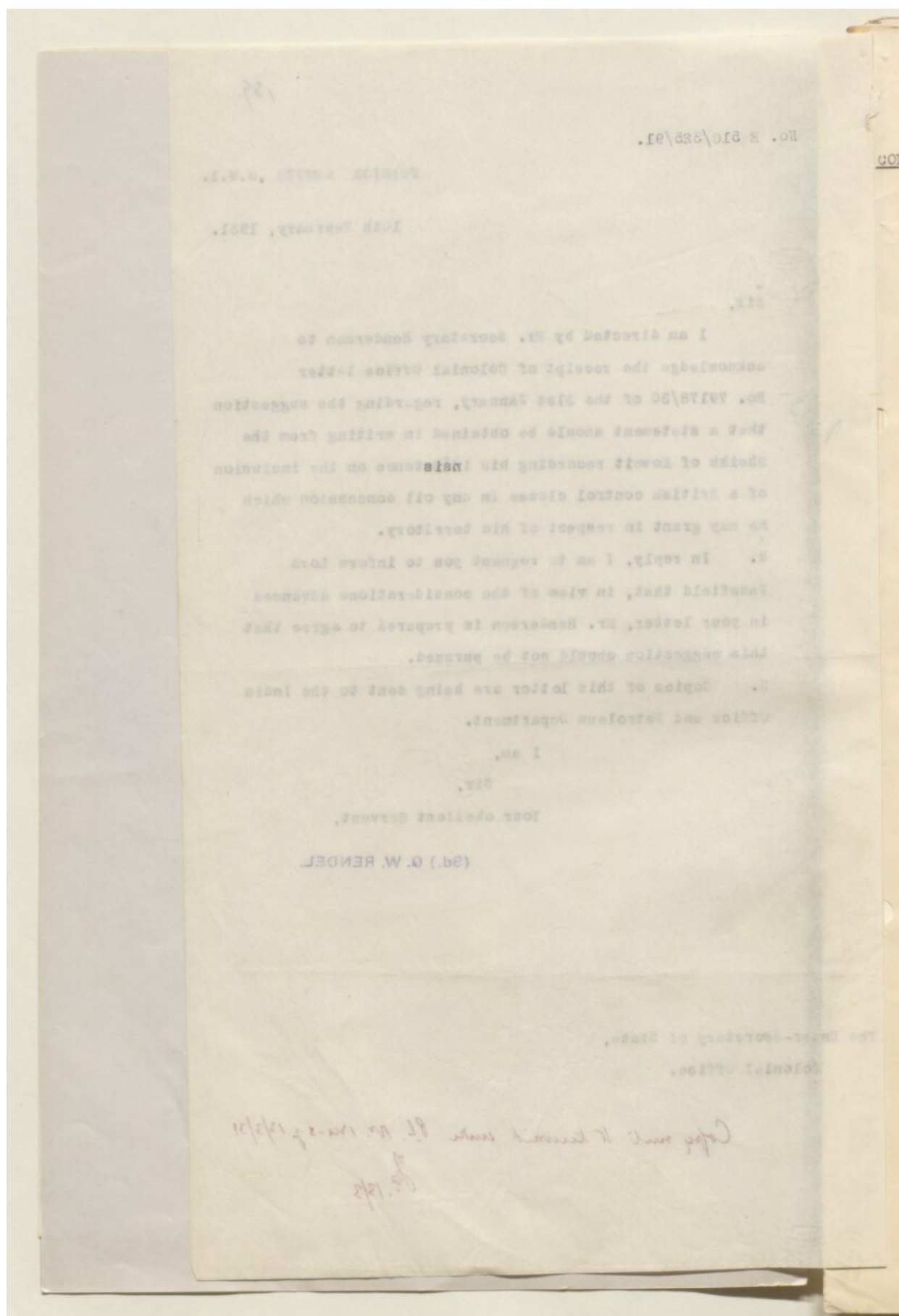
Your obedient Servant,

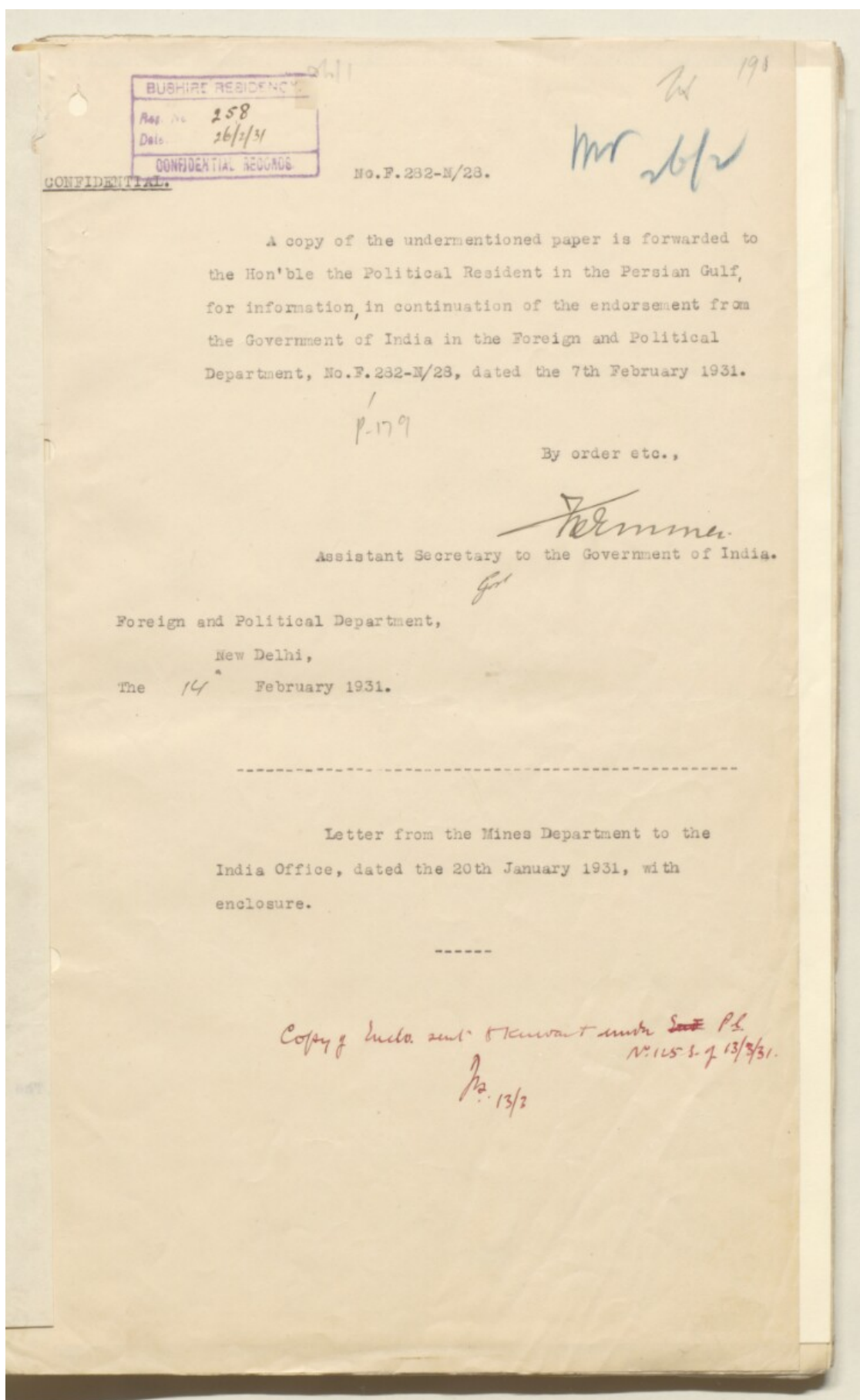
(Sd.) G. W. RENDEL.

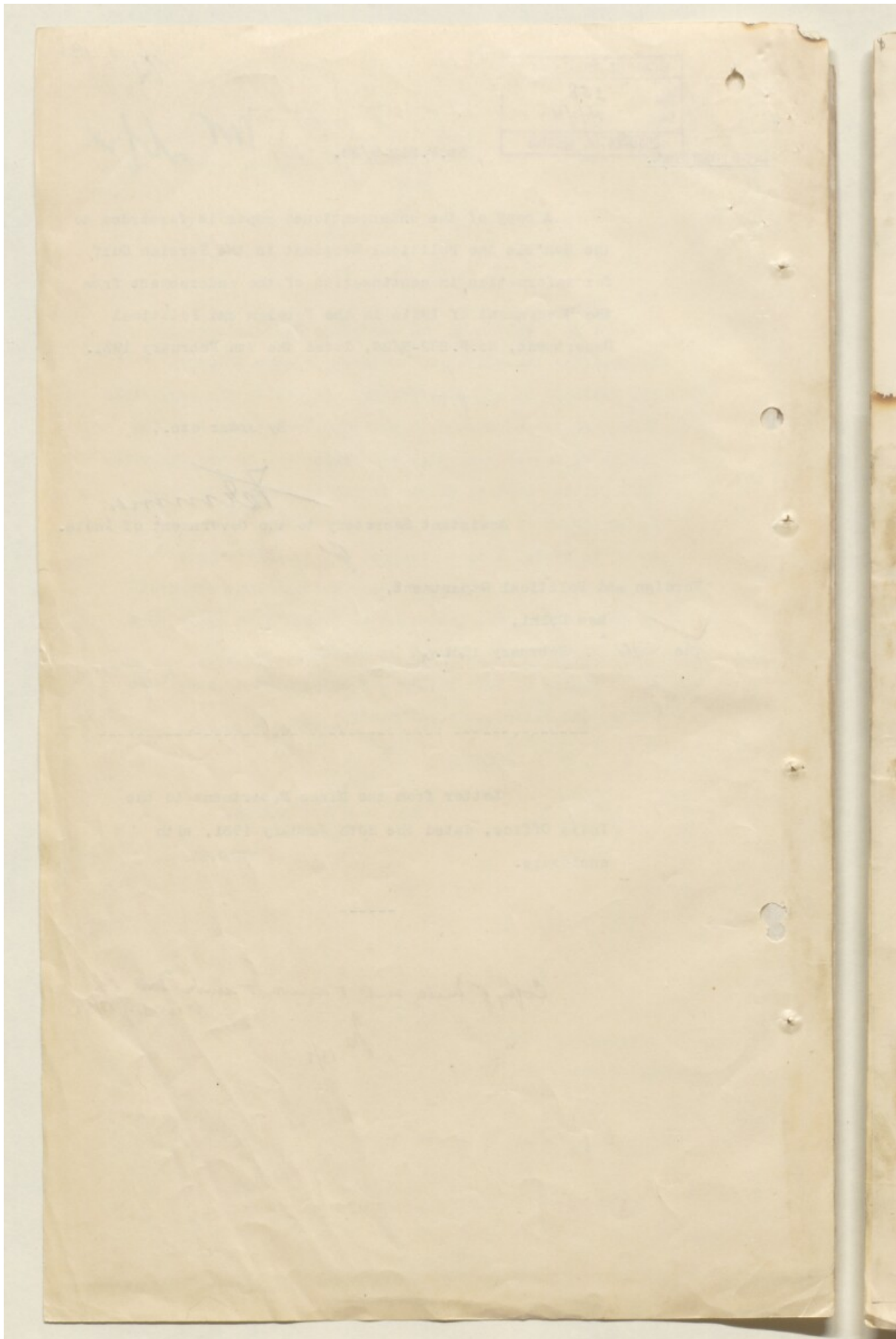
The Under-Secretary of State,  
Colonial Office.

Copy sent to Kuwait under P.L. No. 124-57 12/3/31  
J.R. 12/3

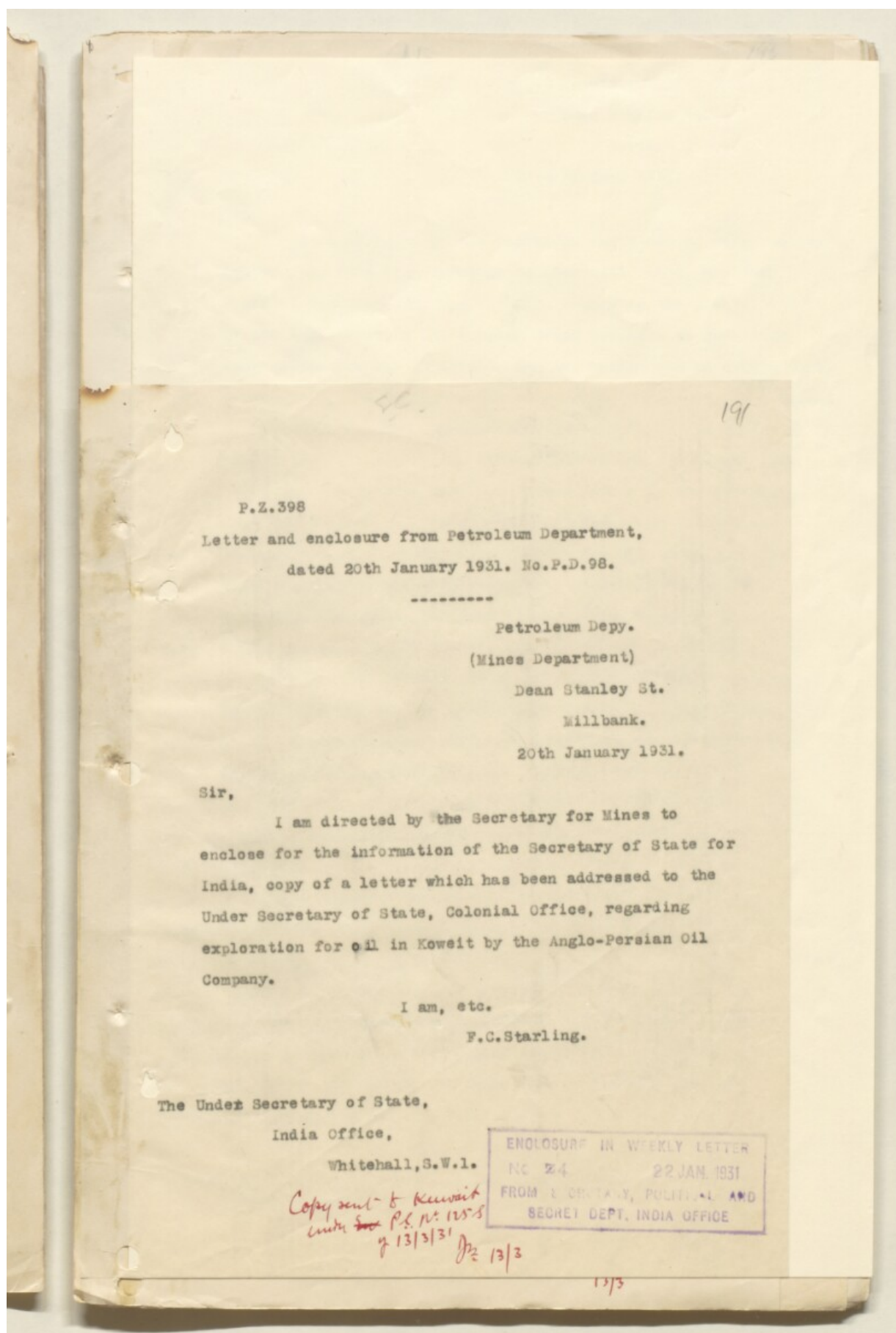






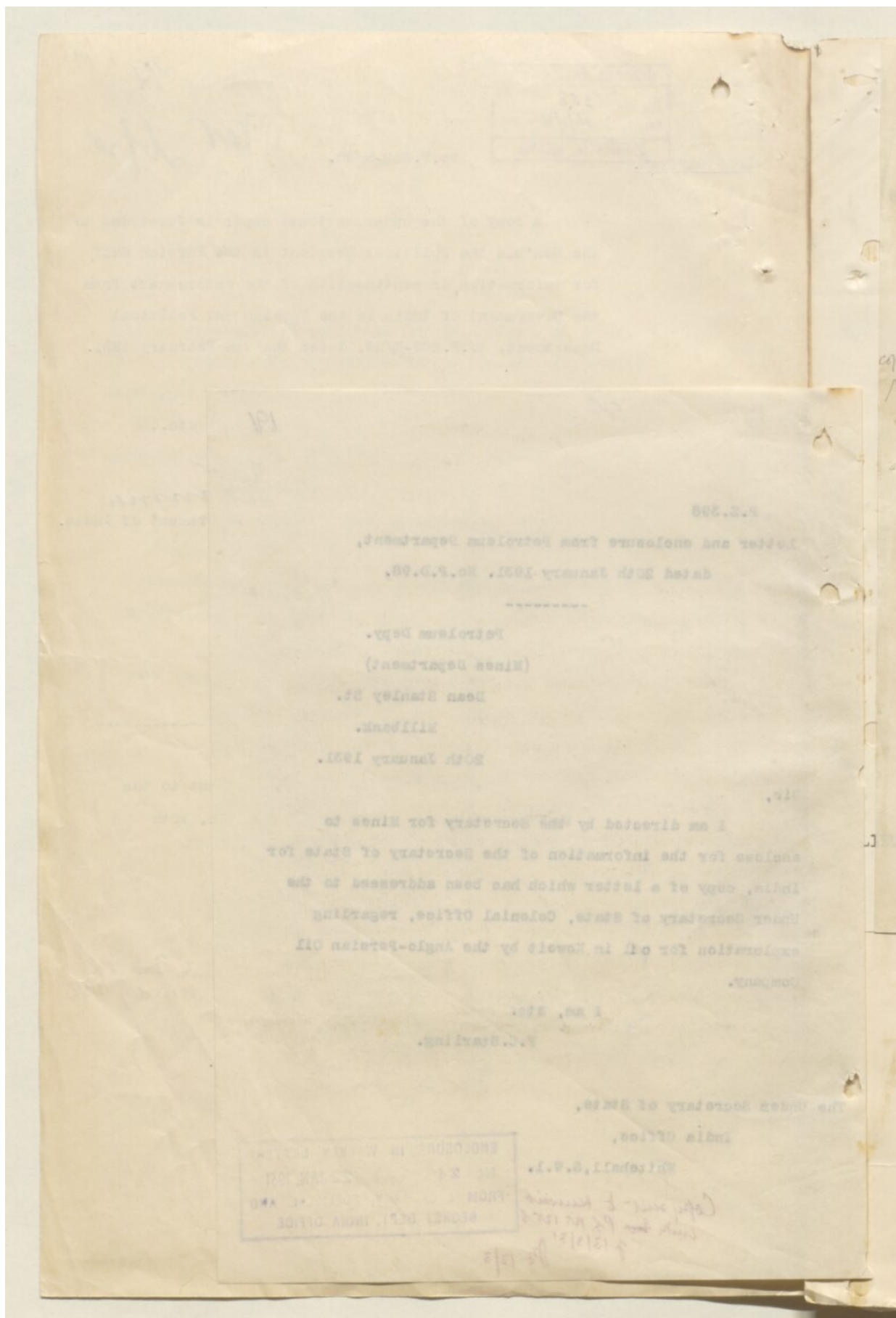


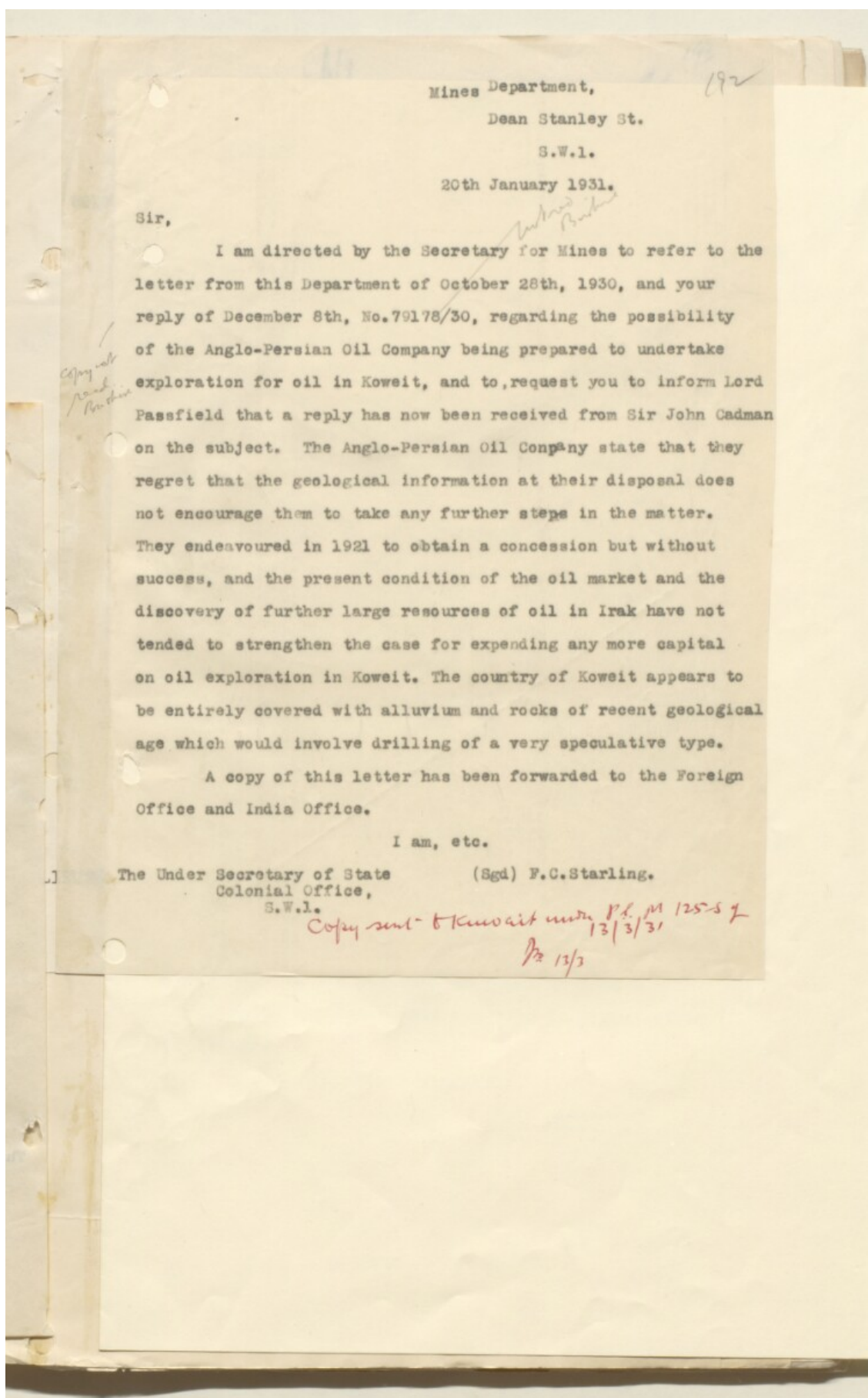




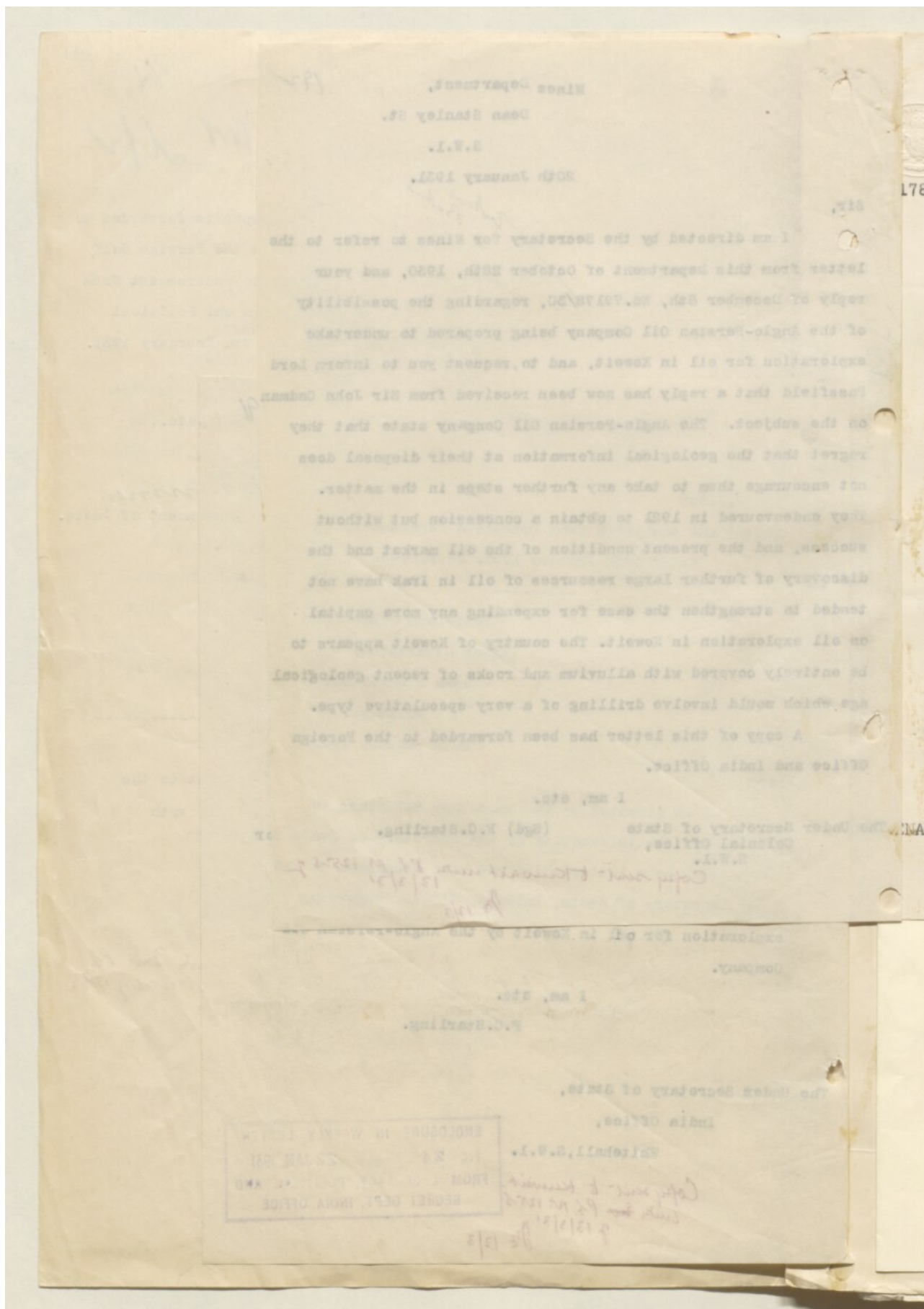


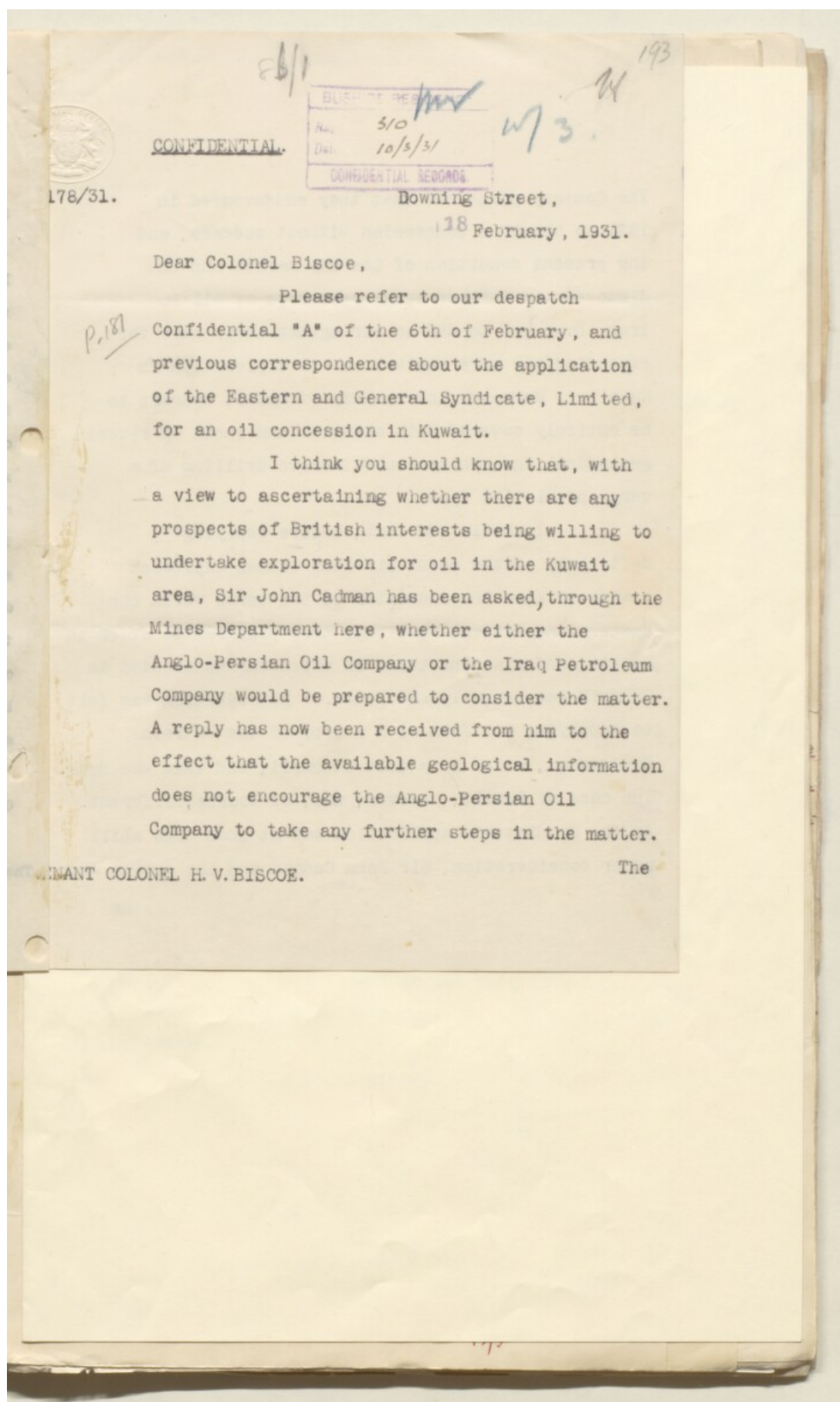
'File 86/1 I (D 73) Eastern and General Syndicate - Proposed Oil Concession in Kuwait' [191v] (397/487)













194

The Company point out that they endeavoured in 1921 to obtain a concession without success, and the present condition of the oil market and the discovery of further large resources of oil in Iraq, have not tended to strengthen their case for expending any more capital on oil exploration in Kuwait. Moreover the country of Kuwait appears to be entirely covered with alluvium and rocks of recent geological age, which would involve drilling of a very speculative type.

I should add that, before replying definitely on the point Sir John Cadman expressed a wish to know the character of the terms which the Eastern and General Syndicate were prepared to offer in Kuwait, and also the terms on which the concession in Bahrein was actually concluded. No objection was felt to supplying Sir John with a copy of the Bahrein Concession, which is a fait accompli, and this was done. The case of Kuwait, however, was, of course, different. As the Syndicate's application was at that time still under consideration, Sir John Cadman and the groups which

he





195r

he represents had to be regarded as commercial competitors, and it was thought inadvisable to disclose to one competitor the terms which had been offered by another. He was, therefore told no more than that the proposed Kuwait Concession was on generally similar lines to the concession already granted in Bahrein, with variations as to payment.

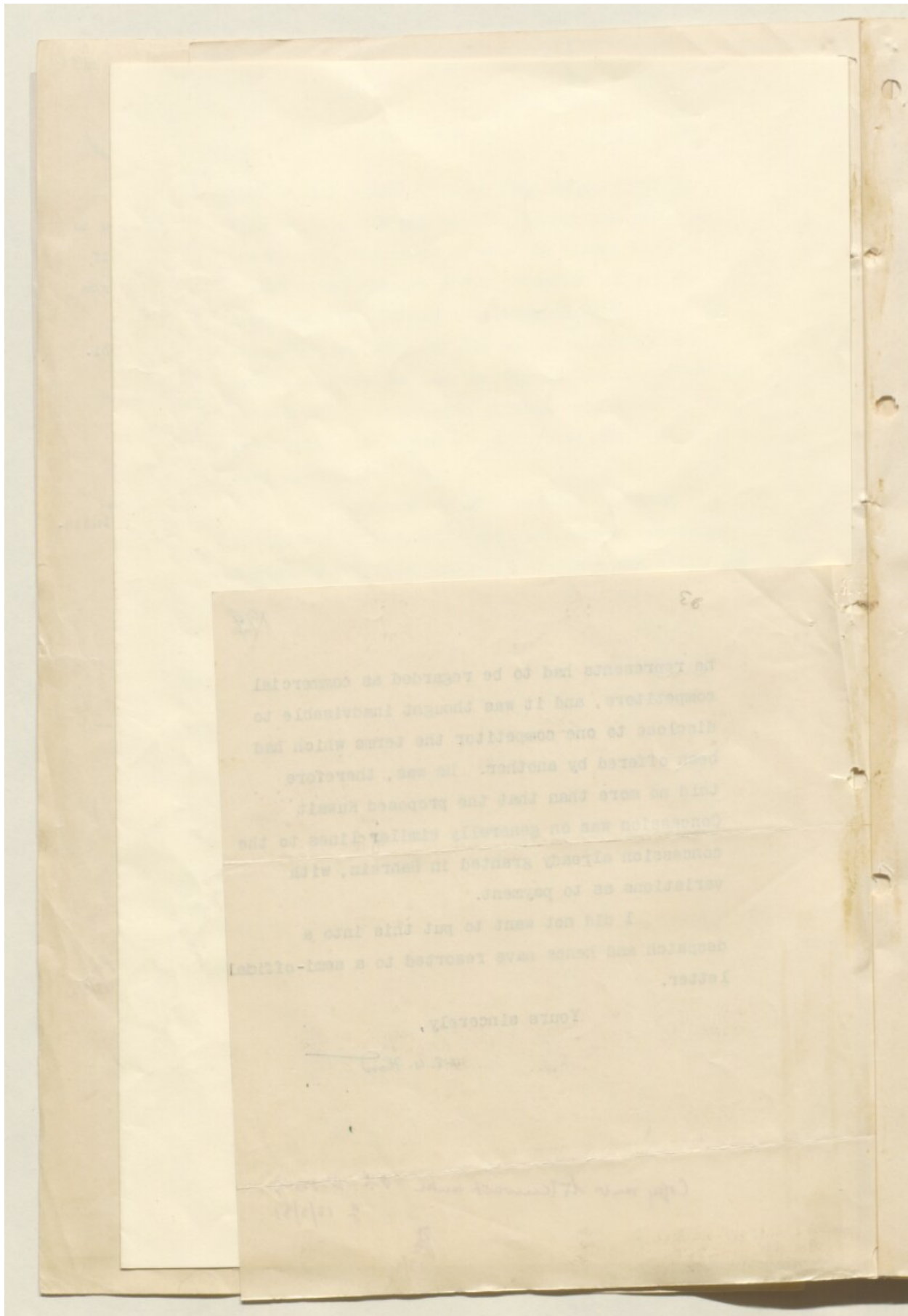
I did not want to put this into a despatch and hence have resorted to a semi-official letter.

Yours sincerely,

*J. E. G. Flood*

*Copy sent to Kuwait under O.S. M. 125-5  
of 13/3/31*

*72  
13/3*





CONFIDENTIAL.

N:

No. F.282-N/28.

186/13/46

BUSHIRE RESIDENCY.	
File No.	385
Date	19/3/31
CONFIDENTIAL RECORDS.	

A copy of the undermentioned papers is forwarded to the Hon'ble the Political Resident in the Persian Gulf for information, with reference to the correspondence ending with his endorsement No.50-S of 1931, dated the 4th February 1931.

By order, etc.,

*[Signature]*

Assistant Secretary to the Govt: of India.

Foreign and Political Department,

New Delhi,

The // <sup>8</sup>/<sub>26</sub> March 1931.

(1) Letter from the Colonial Office to the Secretary,

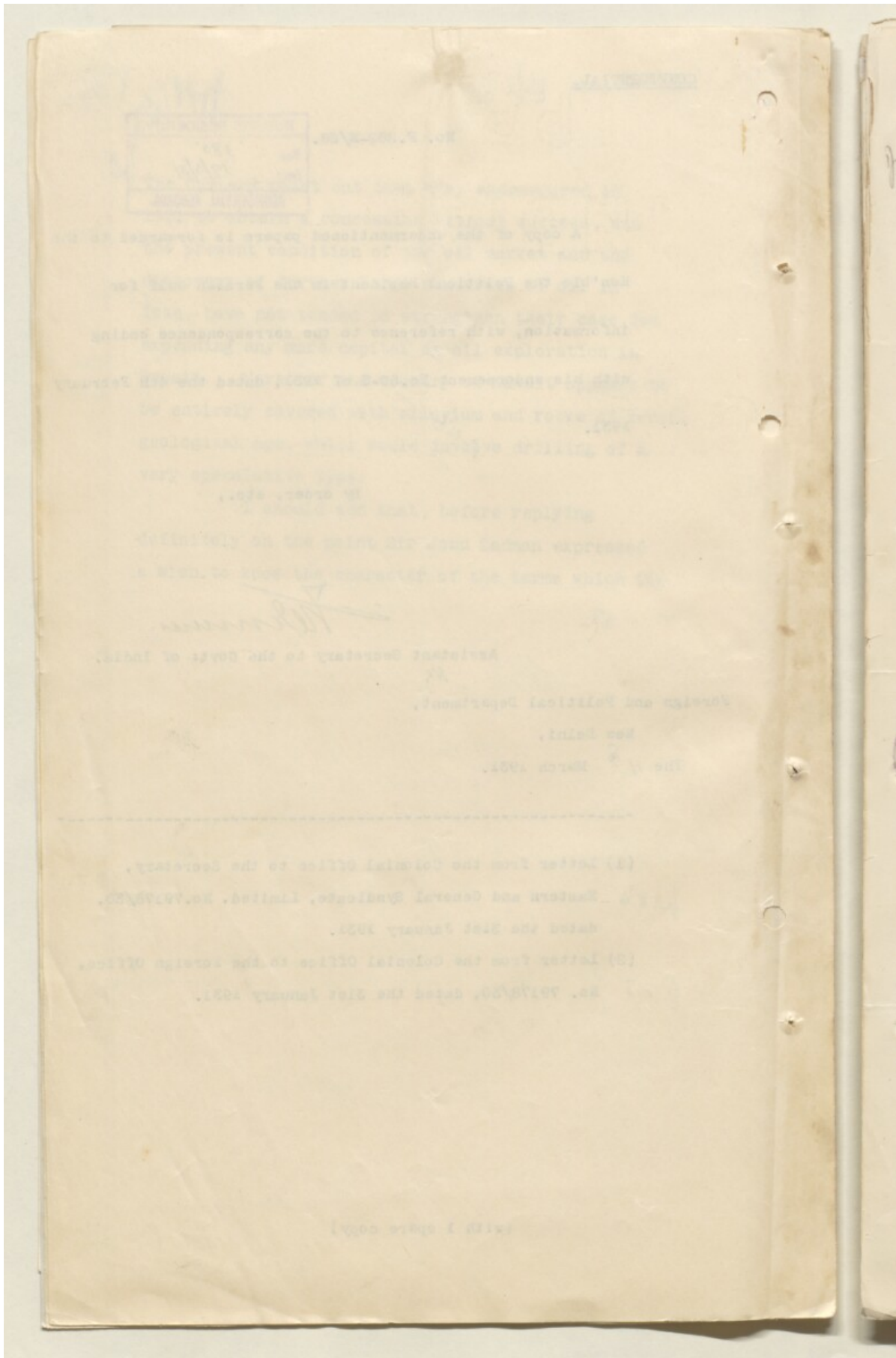
h186 Eastern and General Syndicate, Limited, No.79178/30, dated the 31st January 1931.

(2) Letter from the Colonial Office to the Foreign Office,

h183 No. 79178/30, dated the 31st January 1931.

(with 1 spare copy)







86/188  
C.D.  
BUSHIRE RESIDENCY.  
FILE 423  
DATE 16/4/31  
CONFIDENTIAL RECORDS.  
197  
mr  
24/3  
H

Telegram D.L.T.  
From - Major Frank Holmes, London.  
To - H.E. the Shaikh of Kuwait, Kuwait.  
Dated 16th received 18th March 1931.

If agreeable to Your Excellency, I hope arrive in Kuwait about third April when I trust to be able to settle outstanding points with you.

Have wired Abdul Rasool for information regarding your electric current.

Frank Holmes.

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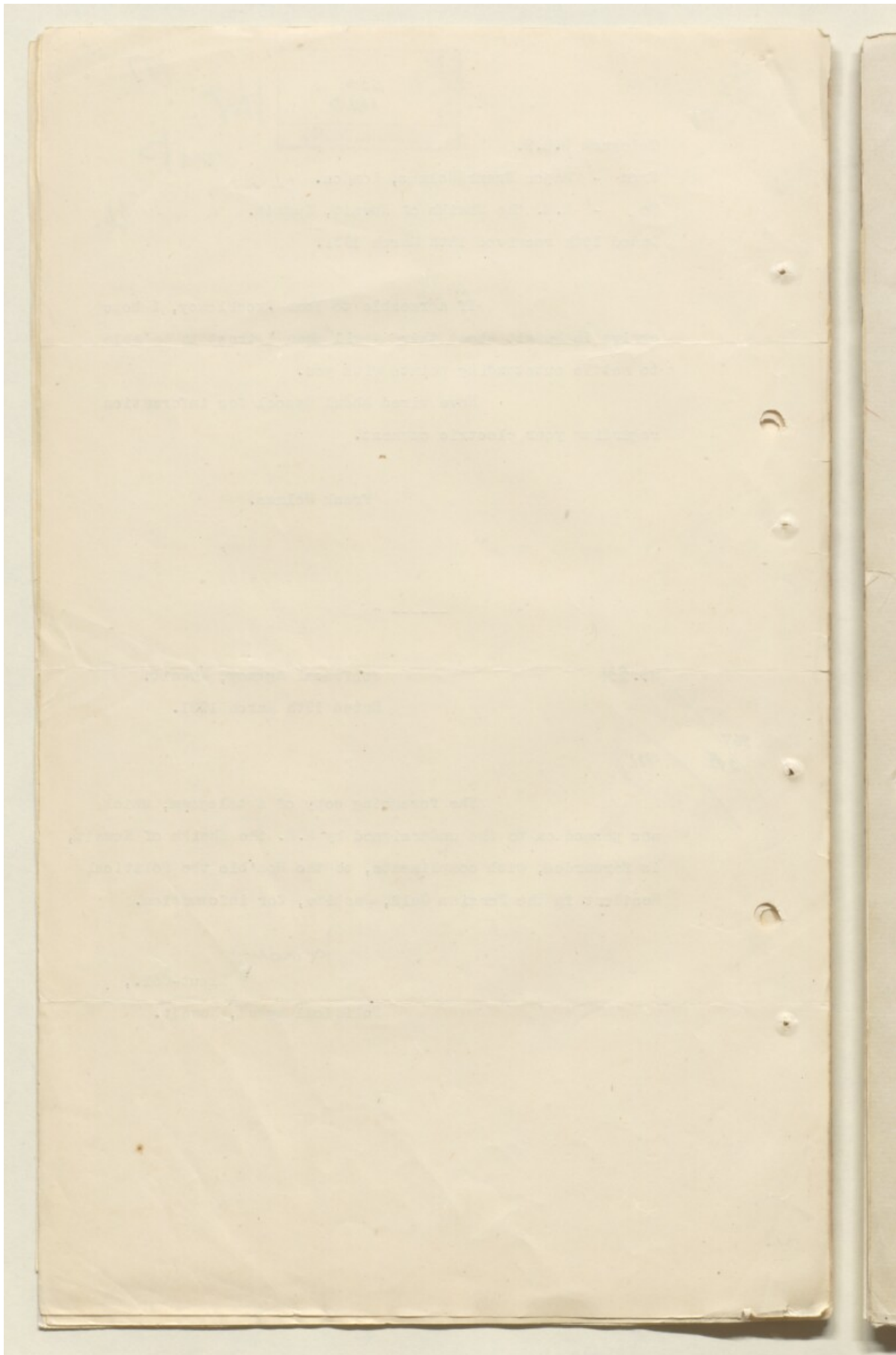
No. 231.  
Political Agency, Kuwait.  
Dated 19th March 1931.

BRITISH RESIDENCY  
RECEIVED  
No. 867  
Date 25th March 1931.  
PERSIAN GULF.

The foregoing copy of a telegram, which was passed on to the undersigned by H.E. the Shaikh of Kuwait, is forwarded, with compliments, to the Hon'ble the Political Resident in the Persian Gulf, Bushire, for information.

W. A. C. M.  
Lieut-Col.,  
Political Agent, Kuwait.

24/3







841

198

Confidential.

BUSHIRE RESIDENCY.  
Res No. 422  
Date 26/3/31  
CONFIDENTIAL RECORDS.

No.F.282-N/28.

26/3

With 1 s.c.

A copy of the undermentioned paper is forwarded to the Hon'ble the Political Resident in the Persian Gulf, for information in continuation of the endorsement from the Government of India in the Foreign and Political Department, No.F.282-N/28, dated the 11th March 1931.

156

By order, etc.,

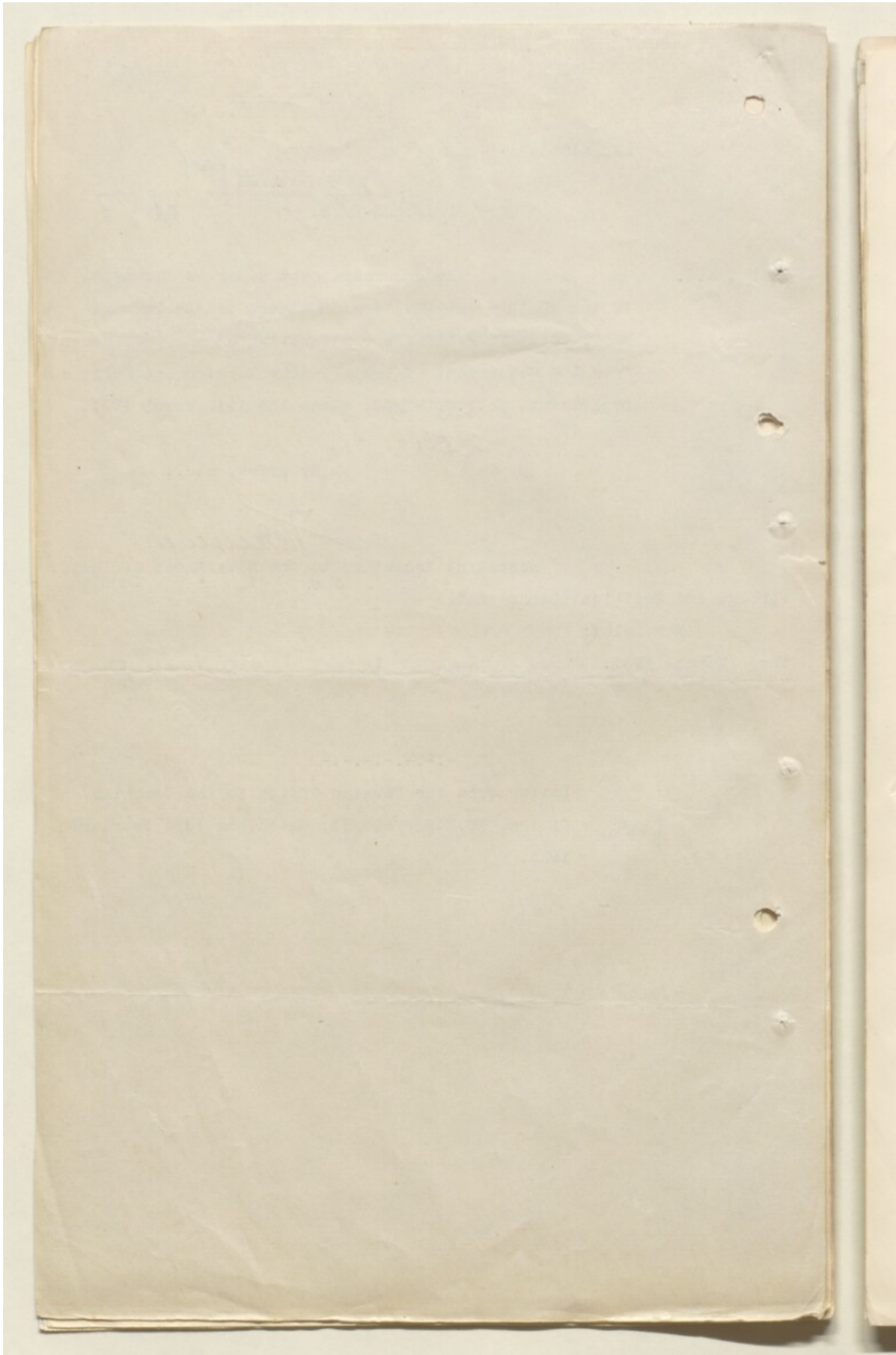
*S. M.*

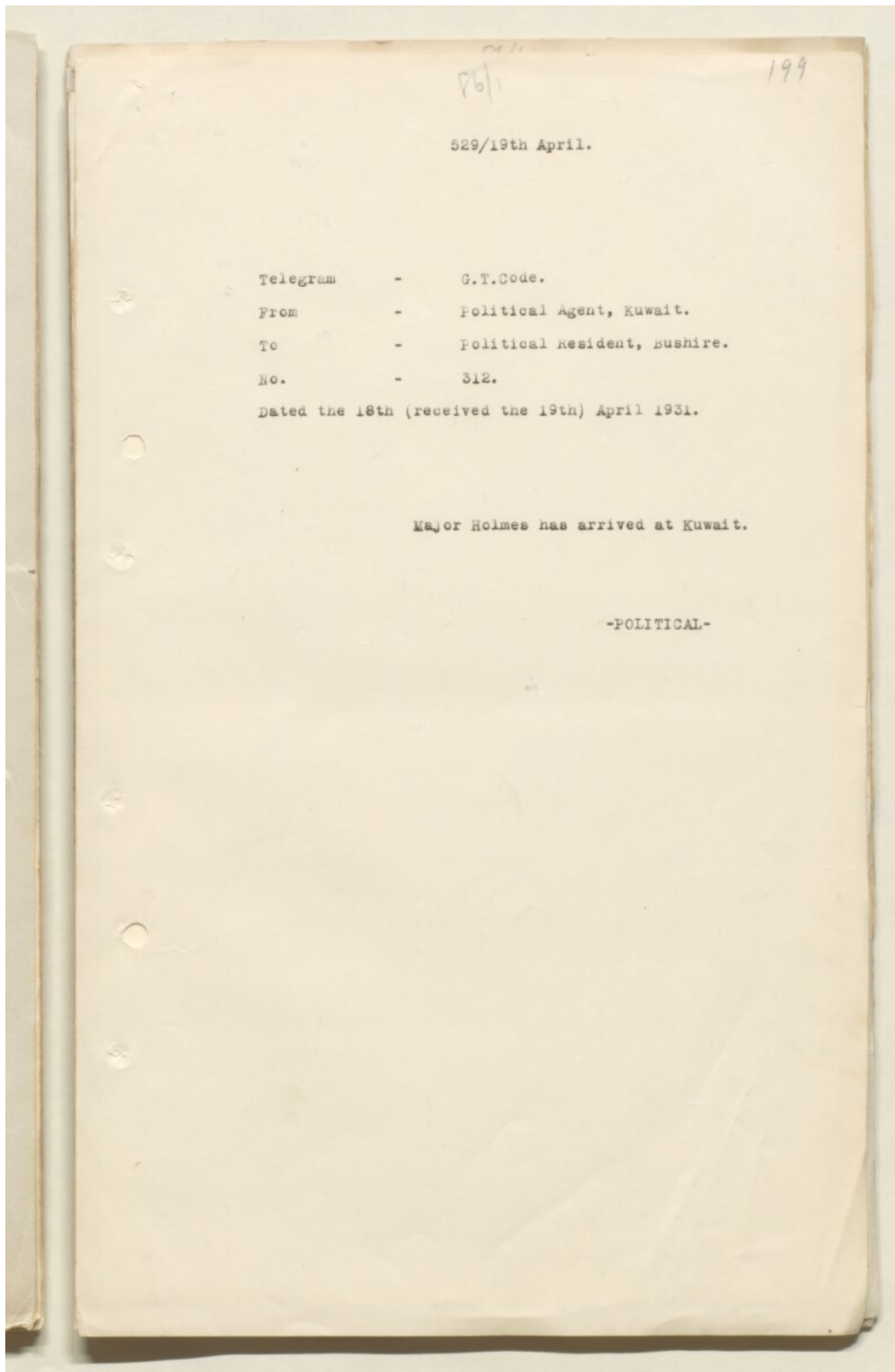
Assistant Secretary to the Government of India.  
S. M.

Foreign and Political Department,  
New Delhi;  
The 14th March 1931.

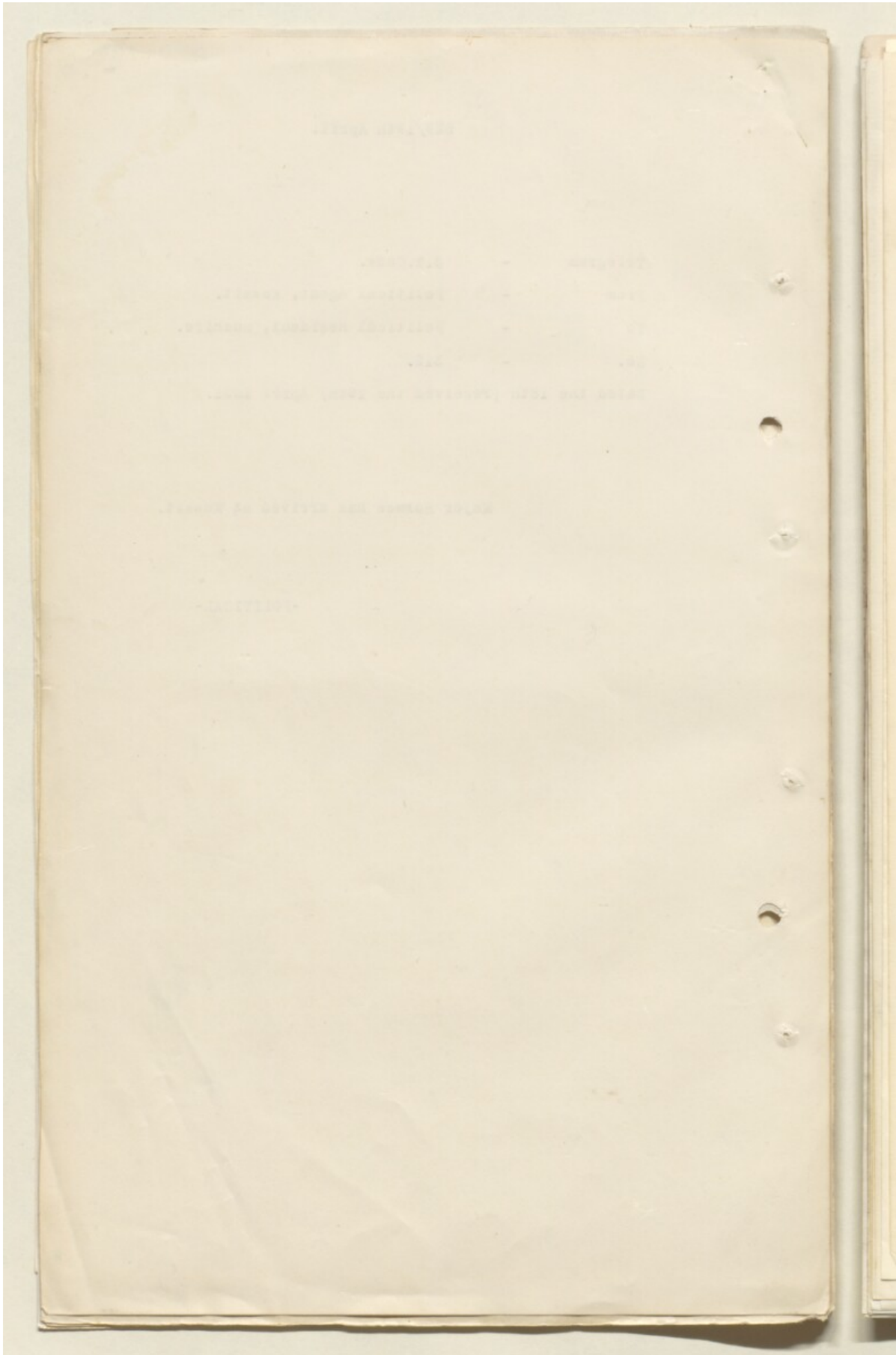
Letter from the Foreign Office to the Colonial Office, No.E.510/325/91, dated the 10th February 1931.

1589











86/1  
CONFIDENTIAL.  
D.O.No.69.  
Political Agency, Kuwait.  
Dated the 21st May 1931.  
BUSHIRE RESIDENCY.  
743  
Date: 22/5/31.  
CONFIDENTIAL.

My dear Colonel Biscoe

Will you please refer to your confidential  
despatch No. 48 dated 6th October 1930 and No. 40-T of 9th  
November 1930 to the Secretary of State for the Colonies  
and ~~previous~~ <sup>subsequent</sup> correspondence regarding Major F. Holmes'  
oil activities here, and especially to <sup>Colonel Biscoe's</sup> ~~Colonel Biscoe's~~ <sup>Office</sup> ~~Office~~  
Before you leave for England and I for  
Palestine and Cyprus, I think it my duty to write and tell  
you that the activities of Major Holmes in Kuwait rather  
fill me with concern, and I do not feel exactly happy at  
the thought that he will remain in Kuwait after my de-  
parture, and will probably start a fresh "attack" on the  
Shaikh, over his precious oil concession.

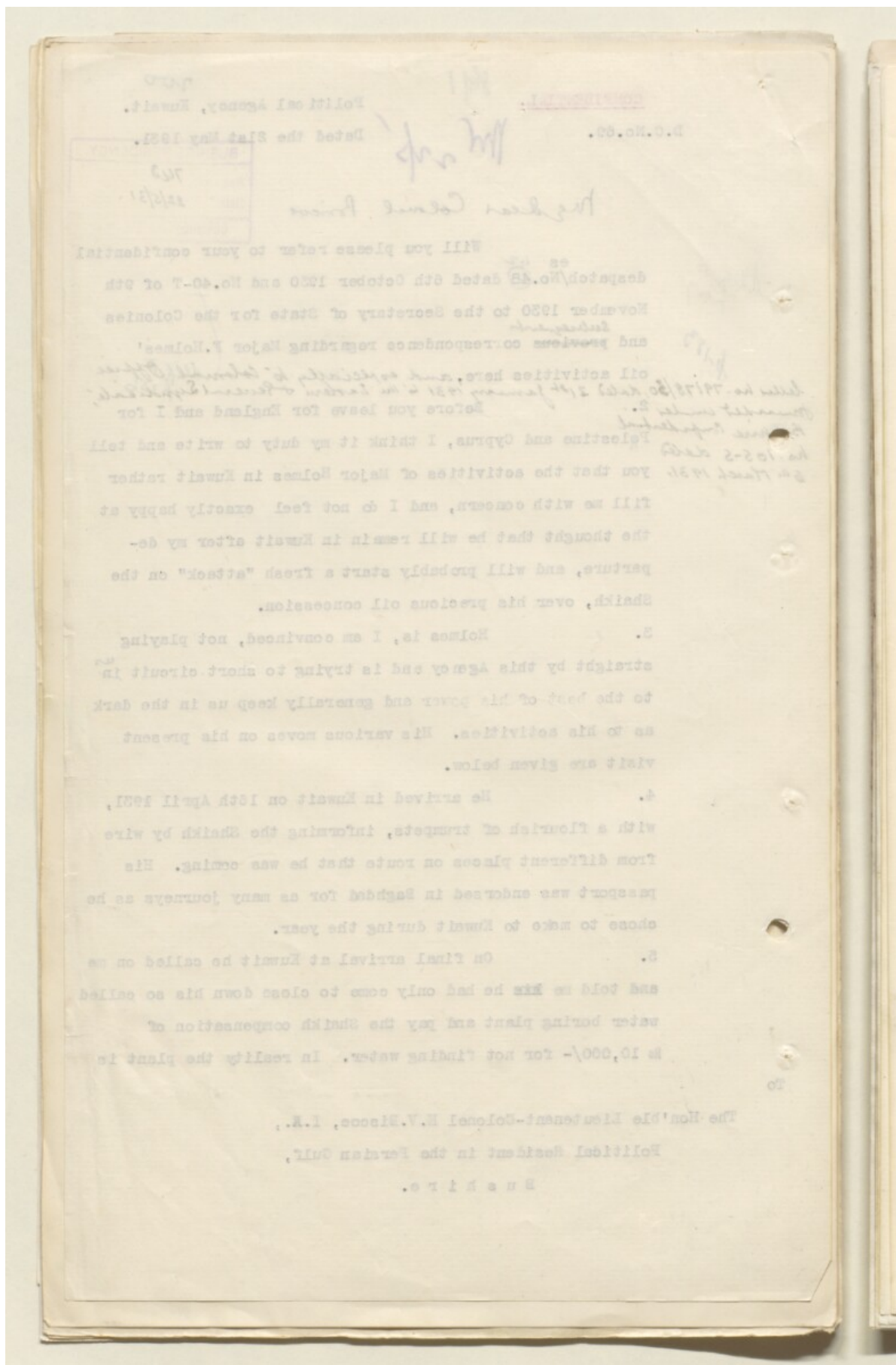
3. Holmes is, I am convinced, not playing  
straight by this Agency and is trying to short circuit in  
to the best of his power and generally keep us in the dark  
as to his activities. His various moves on his present  
visit are given below.

4. He arrived in Kuwait on 16th April 1931,  
with a flourish of trumpets, informing the Shaikh by wire  
from different places on route that he was coming. His  
passport was endorsed in Baghdad for as many journeys as he  
chose to make to Kuwait during the year.

5. On final arrival at Kuwait he called on me  
and told me ~~him~~ he had only come to close down his so called  
water boring plant and pay the Shaikh compensation of  
Rs 10,000/- for not finding water. In reality the plant is

To  
The Hon'ble Lieutenant-Colonel H.V. Biscoe, I.A.,  
Political Resident in the Persian Gulf,  
B u s h i r e.

Letter no. 79178/30, dated 31st January 1931 to the Eastern & General Syndicate.  
Forwarded under 2.  
By wire Confidential  
no. 105-5 dated  
6th March 1931.







86/1  
-2- 201

is an oil <sup>6</sup> boring machine of the usual type and I have every reason to believe he never contemplated from the first trying to find water but merely was putting down a trial "oil" bore. I have also good reason to believe that results have been highly satisfactory from his point of view.

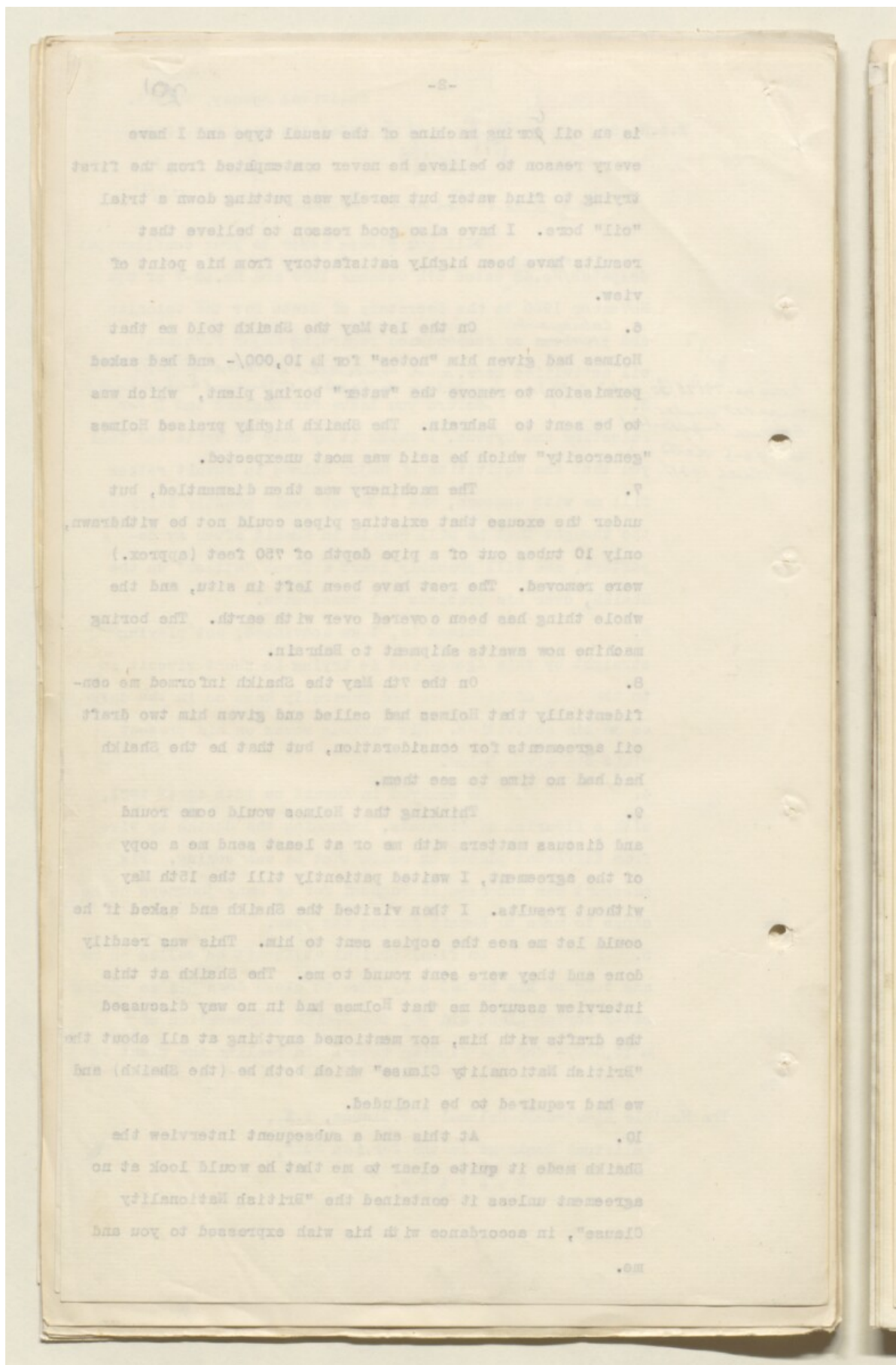
6. On the 1st May the Shaikh told me that Holmes had given him "notes" for Rs 10,000/- and had asked permission to remove the "water" boring plant, which was to be sent to Bahrain. The Shaikh highly praised Holmes "generosity" which he said was most unexpected.

7. The machinery was then dismantled, but under the excuse that existing pipes could not be withdrawn, only 10 tubes out of a pipe depth of 750 feet (approx.) were removed. The rest have been left in situ, and the whole thing has been covered over with earth. The boring machine now awaits shipment to Bahrain.

8. On the 7th May the Shaikh informed me confidentially that Holmes had called and given him two draft oil agreements for consideration, but that he the Shaikh had had no time to see them.

9. Thinking that Holmes would come round and discuss matters with me or at least send me a copy of the agreement, I waited patiently till the 15th May without results. I then visited the Shaikh and asked if he could let me see the copies sent to him. This was readily done and they were sent round to me. The Shaikh at this interview assured me that Holmes had in no way discussed the drafts with him, nor mentioned anything at all about the "British Nationality Clause" which both he (the Shaikh) and we had required to be included.

10. At this and a subsequent interview the Shaikh made it quite clear to me that he would look at no agreement unless it contained the "British Nationality Clause", in accordance with his wish expressed to you and me.







-3-

11. Having read both Holmes draft agreements sent me by the Shaikh, I found that the first was exactly a facsimile of the one he had put in to the Shaikh last year, and which he had been told was not acceptable. The second was an entirely new one.

12. On the 16th, I wrote to Holmes (copy attached) and asked him to send me a copy of the draft which I understood he had given to the Shaikh and on the same day he forwarded me a copy of the second and new agreement only. He followed up his covering note by calling and apologizing for not having sent it before, and talked very big about what the Colonial Office had said to him, and he to the Colonial Office. I for my part adopted a guarded attitude and refused to be drawn.

13. After his departure I examined the new agreement, and found that it contained no clause whatsoever that complied with the "Nationality Clause" we stood out for, instead clause 8 had been inserted which as you will see for yourself in no way meets the case, and to my mind is even more objectionable than that inserted in the 1930 draft agreement.

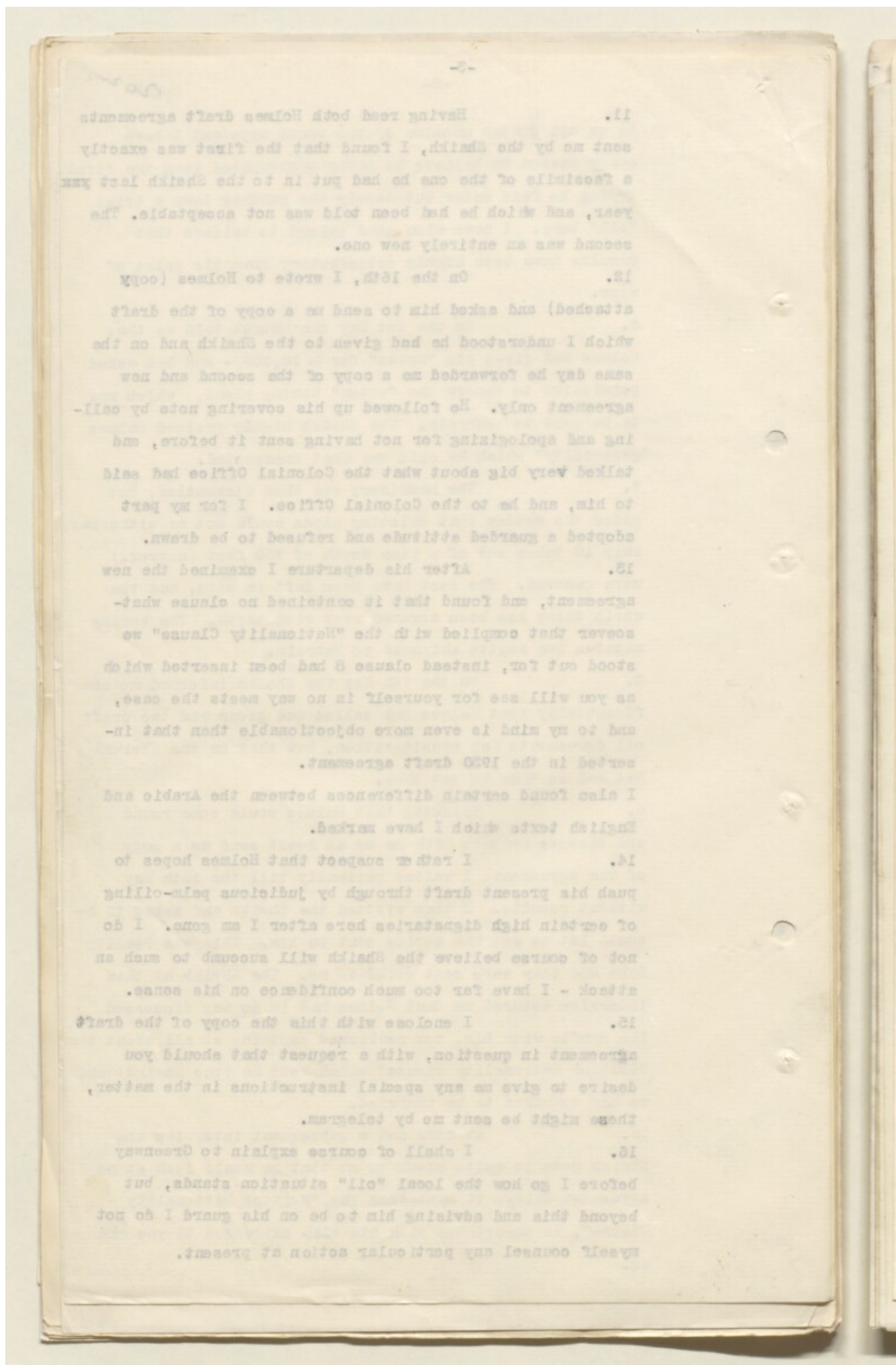
I also found certain differences between the Arabic and English texts which I have marked.

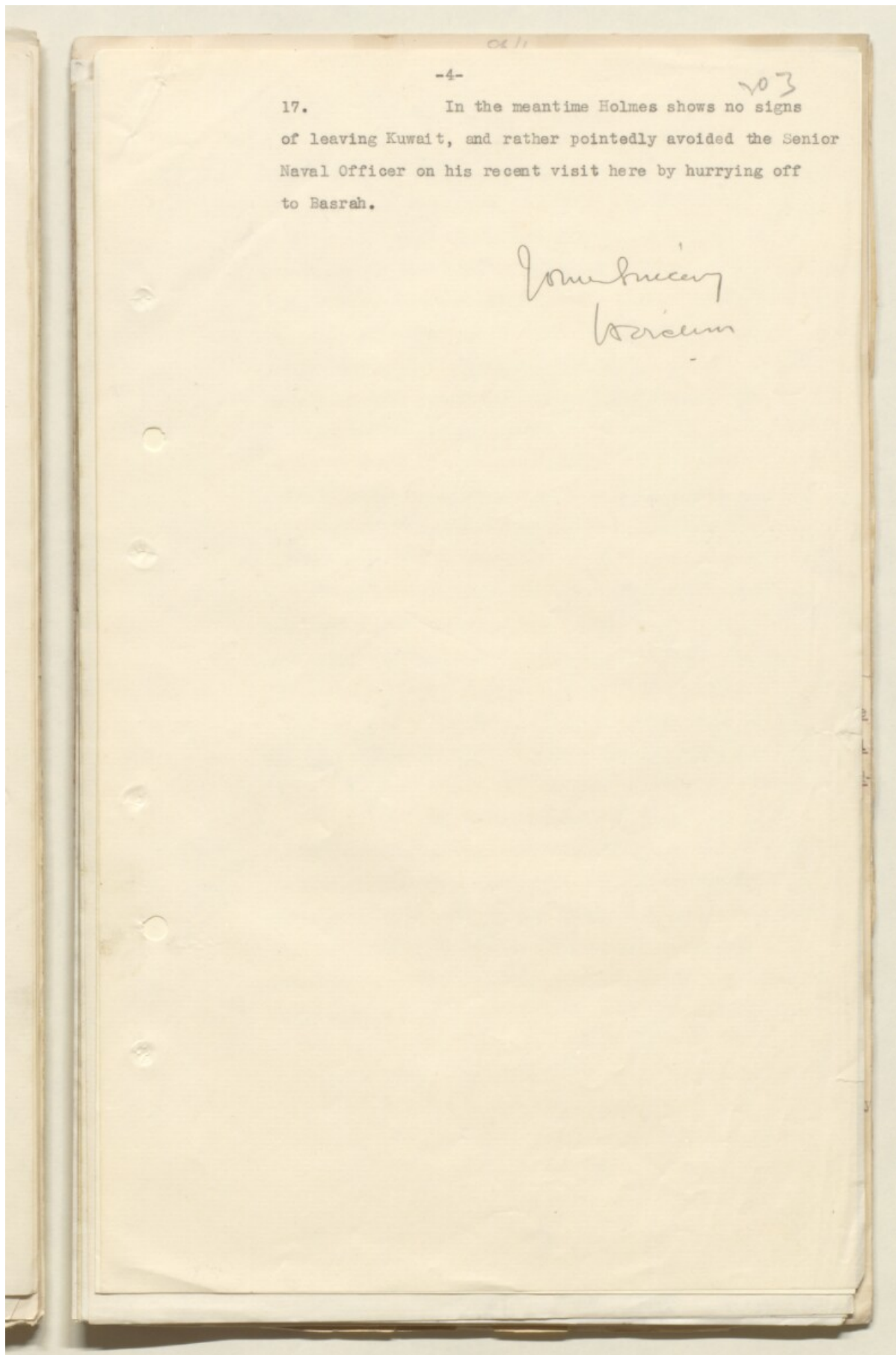
14. I rather suspect that Holmes hopes to push his present draft through by judicious palm-oiling of certain high dignataries here after I am gone. I do not of course believe the Shaikh will succumb to such an attack - I have far too much confidence on his sense.

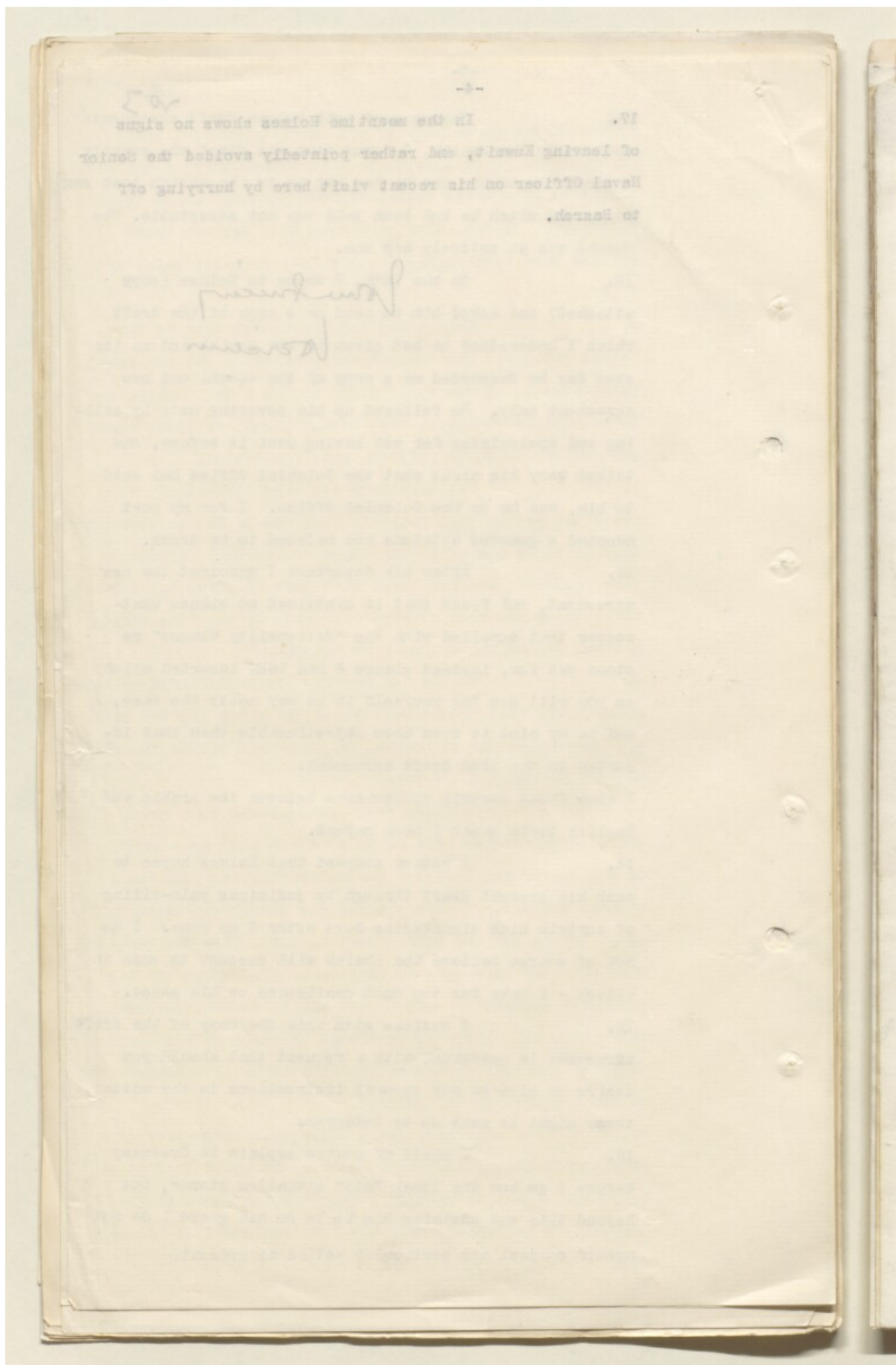
15. I enclose with this the copy of the draft agreement in question, with a request that should you desire to give me any special instructions in the matter, these might be sent me by telegram.

16. I shall of course explain to Greenway before I go how the local "oil" situation stands, but beyond this and advising him to be on his guard I do not myself counsel any particular action at present.













Copy of a confidential semi-official letter from <sup>204</sup>Lieut-  
Col. H.R.P. Dickson, C.I.E., Political Agent, Kuwait to  
~~His Excellency the Shaikh of Kuwait~~ <sup>Major F. Holmes</sup>, No. 68 dated 16-5-31.

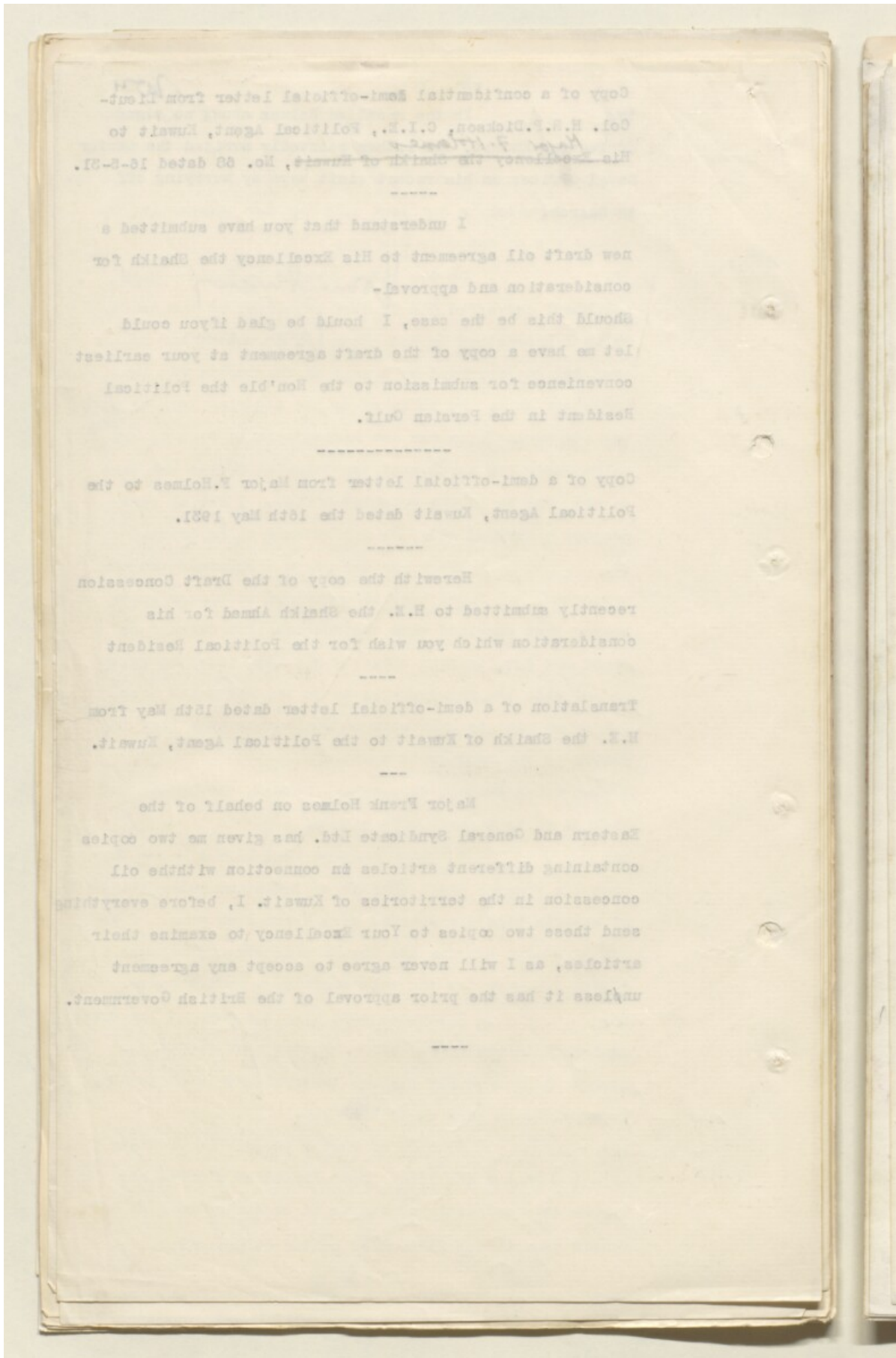
-----  
I understand that you have submitted a  
new draft oil agreement to His Excellency the Shaikh for  
consideration and approval-  
Should this be the case, I should be glad if you could  
let me have a copy of the draft agreement at your earliest  
convenience for submission to the Hon'ble the Political  
Resident in the Persian Gulf.

-----  
Copy of a demi-official letter from Major F. Holmes to the  
Political Agent, Kuwait dated the 16th May 1931.

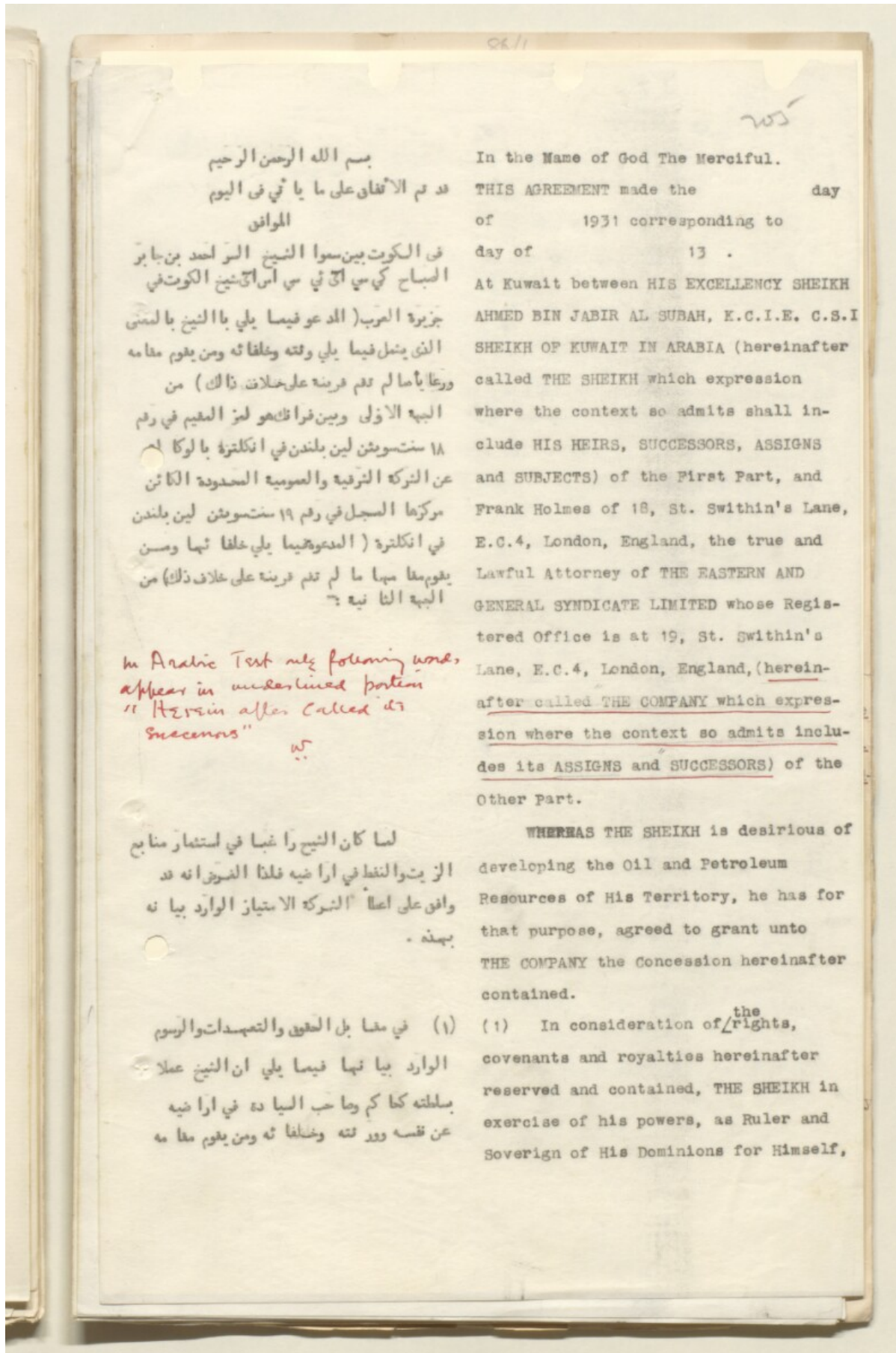
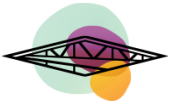
-----  
Herewith the copy of the Draft Concession  
recently submitted to H.E. the Shaikh Ahmad for his  
consideration which you wish for the Political Resident

-----  
Translation of a demi-official letter dated 15th May from  
H.E. the Shaikh of Kuwait to the Political Agent, Kuwait.

---  
Major Frank Holmes on behalf of the  
Eastern and General Syndicate Ltd. has given me two copies  
containing different articles in connection with the oil  
concession in the territories of Kuwait. I, before everything  
send these two copies to Your Excellency to examine their  
articles, as I will never agree to accept any agreement  
unless it has the prior approval of the British Government.







بسم الله الرحمن الرحيم

قد تم الاتفاق على ما يأتي في اليوم  
الموافق

في الكويت بين سمو الشيخ الرائد بن جابر  
السباح كمي سي أي سي أس الشيخ الكويتي  
جزيرة العرب ( المدعو فيما يلي بالشيخ بالمتن  
الذي يشمل فيما يلي وثقته وخلقاً له ومن يقوم مقامه  
ورعاً بما لم تتم دريئة على خلاف ذلك ) من  
الجهة الأولى وبين فرائده لمز المقيم في رقم  
١٨ ستسموثن لين بلندن في انكلترا بالوكلاء  
عن الشركة الشرقية والصومبية المحدودة الكائن  
مركزها المسجل في رقم ١٩ ستسموثن لين بلندن  
في انكلترا ( المدعو فيما يلي خلفاً لها ومن  
يقوم مقامها ما لم تتم دريئة على خلاف ذلك ) من  
الجهة الثانية :-

*In Arabic Text the following word  
appears in underlined portion  
"Herein after called its  
Successors"*

لما كان الشيخ راعياً في استثمار منافع  
الزيت والنفط في أراضيه فلذا التزموا به  
وافق على إعطاء الشركة الامتياز الوارد بها  
بهذه .

(١) في مقابل الحق والتمهيدات والرسوم

الوارد بها فيها فيما يلي ان الشيخ عملاً  
بسلطته كما يحسب السيادة في أراضيه  
عن نفسه وورثته وخلقاً له ومن يقوم مقامه

In the Name of God The Merciful.

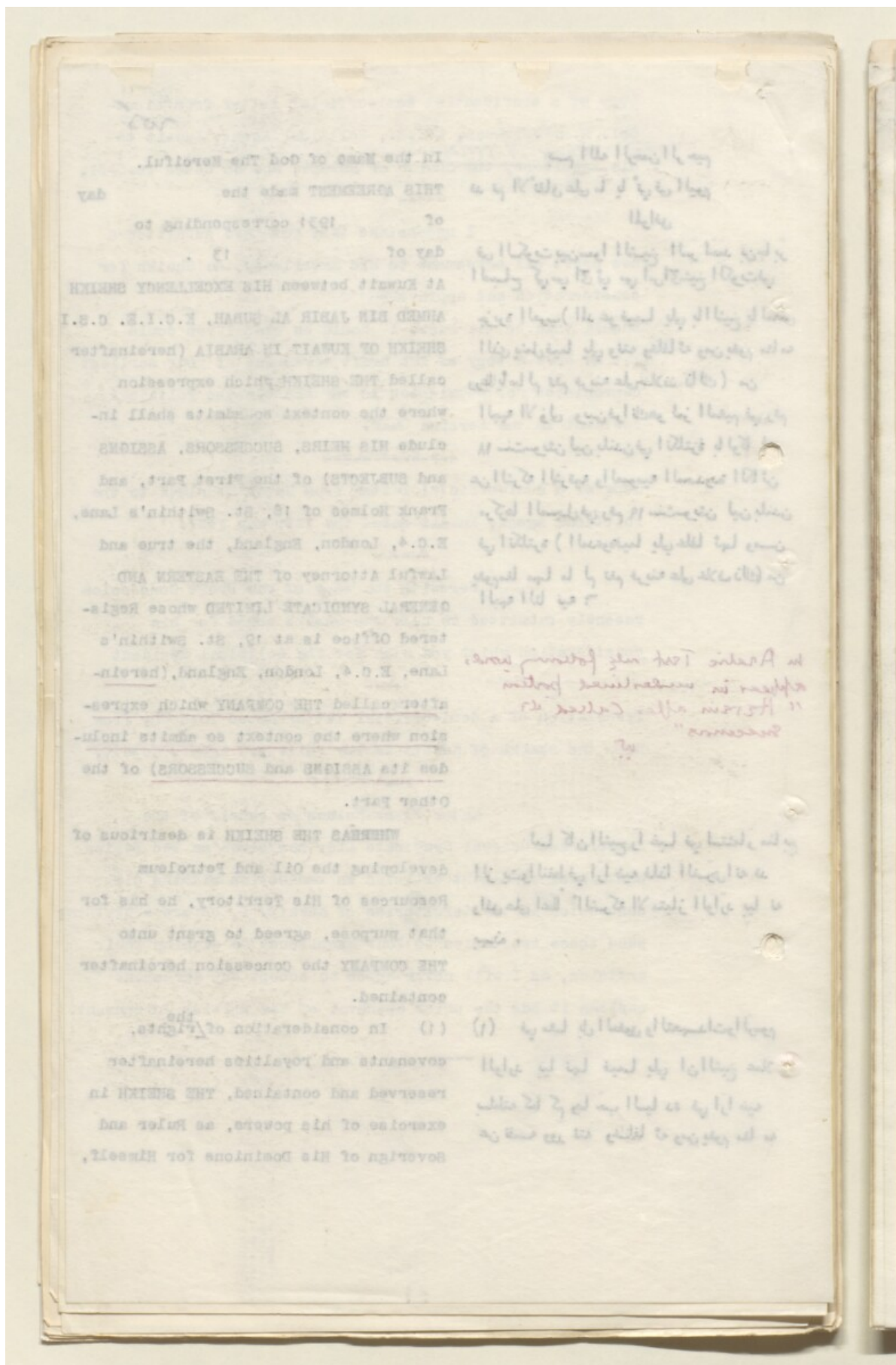
THIS AGREEMENT made the day  
of 1931 corresponding to  
day of 13 .

At Kuwait between HIS EXCELLENCY SHEIKH  
AHMED BIN JABIR AL SUBAH, K.C.I.E. C.S.I  
SHEIKH OF KUWAIT IN ARABIA (hereinafter  
called THE SHEIKH which expression  
where the context so admits shall in-  
clude HIS HEIRS, SUCCESSORS, ASSIGNS  
and SUBJECTS) of the First Part, and  
Frank Holmes of 18, St. Swithin's Lane,  
E.C.4, London, England, the true and  
Lawful Attorney of THE EASTERN AND  
GENERAL SYNDICATE LIMITED whose Regis-  
tered Office is at 19, St. Swithin's  
Lane, E.C.4, London, England, (herein-  
after called THE COMPANY which expres-  
sion where the context so admits inclu-  
des its ASSIGNS and SUCCESSORS) of the  
Other Part.

WHEREAS THE SHEIKH is desirous of  
developing the Oil and Petroleum  
Resources of His Territory, he has for  
that purpose, agreed to grant unto  
THE COMPANY the Concession hereinafter  
contained.

(1) In consideration of <sup>the</sup> rights,  
covenants and royalties hereinafter  
reserved and contained, THE SHEIKH in  
exercise of his powers, as Ruler and  
Sovereign of His Dominions for Himself,







-2-

ورعا بهد اعلى الشركة بهذه الصورة الانصار  
الى الاختصاص في الاستكشاف والتحرى في سطح جميع  
اراضي الشيخ :  
للبحث عن الغازات الطبيعية والنفط وجميع  
مستخرجات الزيت. ومنح الشيخ حريه الدخول  
الى جميع اطراف اراضي الكويت التي هي تحت  
سيطرته لجميع وكلاء الشركة وخلفاءها  
ومستخدميها الذين لابد من استخدامهم من  
قبلها باستثناء المباني المقدسة  
والمزارات والمعابر والقسم الذي هو داخل  
السور العالي لمدينة الكويت فقط.

ان الشيخ قد اعلى الشركة الحق بأن  
تختار بطرف سنتين شحيتين من تاريخ هذه  
المفاوضة من جميع اراضي الكويت التي هي  
تحت سيطرته باستثناء المباني المقدسة  
والمزارات والمعابر والقسم الذي هو  
داخل السور العالي لمدينة الكويت ما فيه  
لا يتجاوز مجموعها ستمائة واربعين ميلا مربعا  
مقسمة وواقعة كيفما وايضا تقرر الشركة  
بهذه الصورة تسمى

*Arabic Text leaves out words  
"into five or more blocks."*

-2-

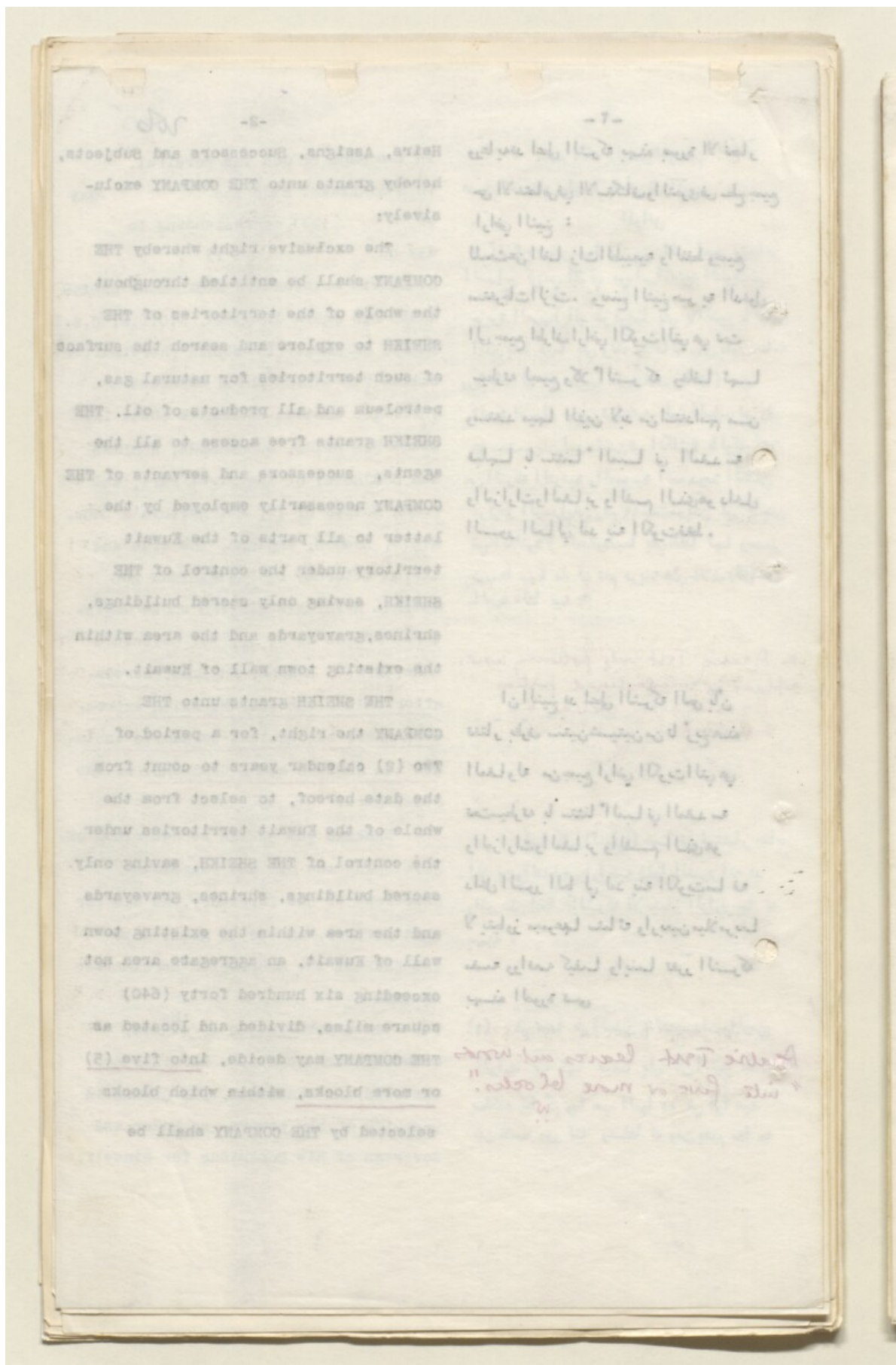
206

Heirs, Assigns, Successors and Subjects,  
hereby grants unto THE COMPANY exclu-  
sively:

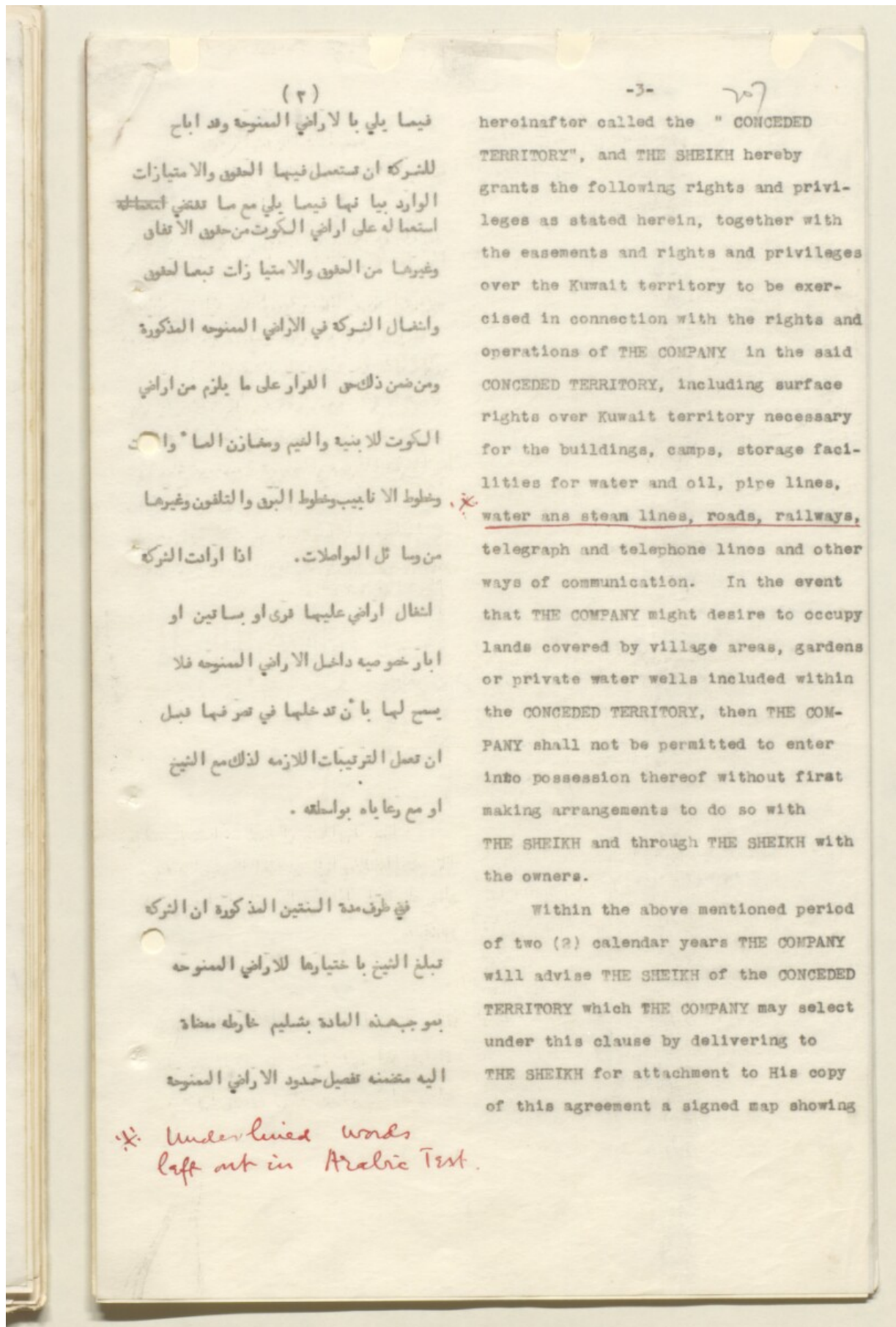
The exclusive right whereby THE  
COMPANY shall be entitled throughout  
the whole of the territories of THE  
SHEIKH to explore and search the surface  
of such territories for natural gas,  
petroleum and all products of oil. THE  
SHEIKH grants free access to all the  
agents, successors and servants of THE  
COMPANY necessarily employed by the  
latter to all parts of the Kuwait  
territory under the control of THE  
SHEIKH, saving only sacred buildings,  
shrines, graveyards and the area within  
the existing town wall of Kuwait.

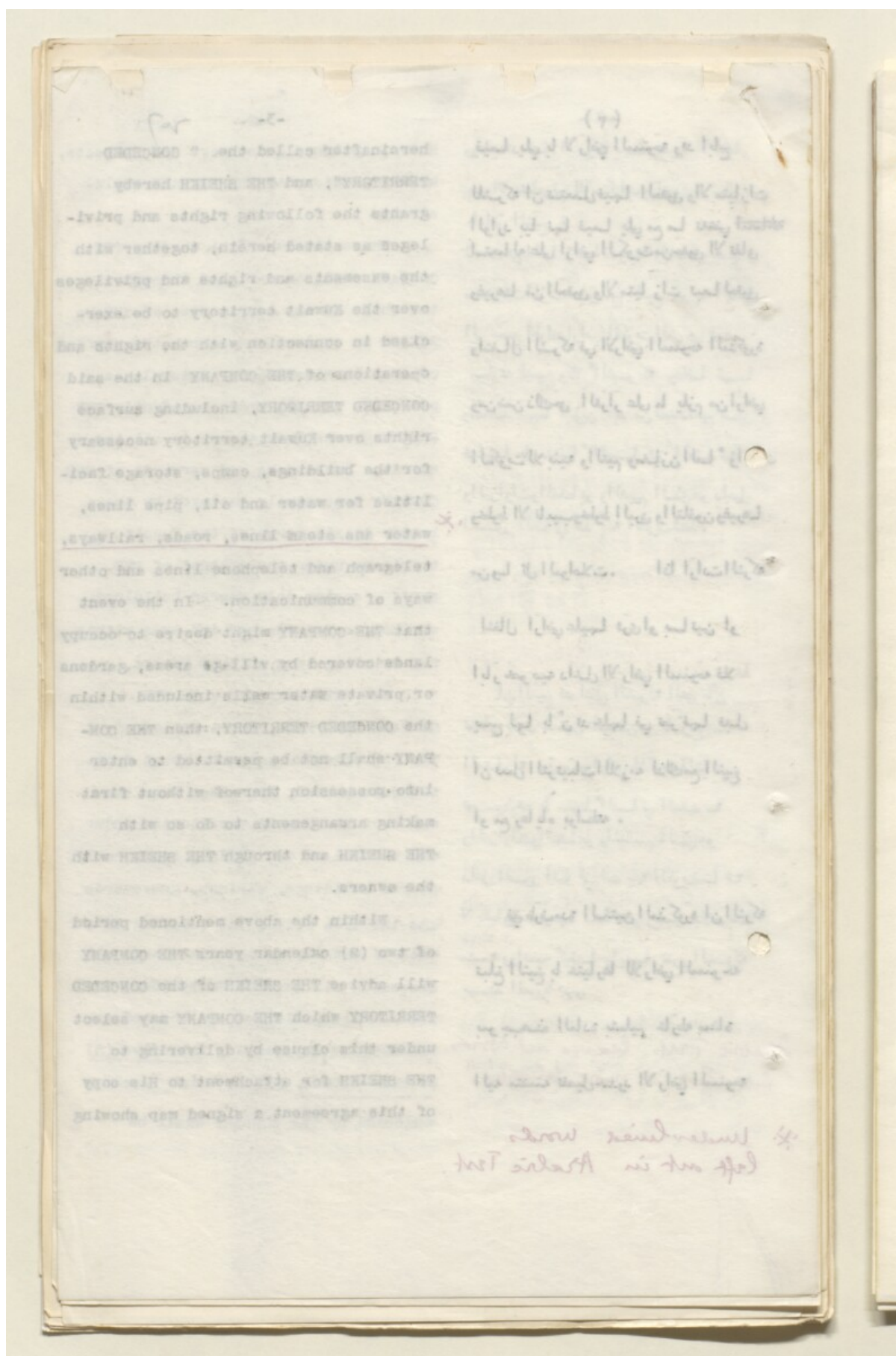
THE SHEIKH grants unto THE  
COMPANY the right, for a period of  
Two (2) calendar years to count from  
the date hereof, to select from the  
whole of the Kuwait territories under  
the control of THE SHEIKH, saving only  
sacred buildings, shrines, graveyards  
and the area within the existing town  
wall of Kuwait, an aggregate area not  
exceeding six hundred forty (640)  
square miles, divided and located as  
THE COMPANY may decide, into five (5)  
or more blocks, within which blocks  
selected by THE COMPANY shall be



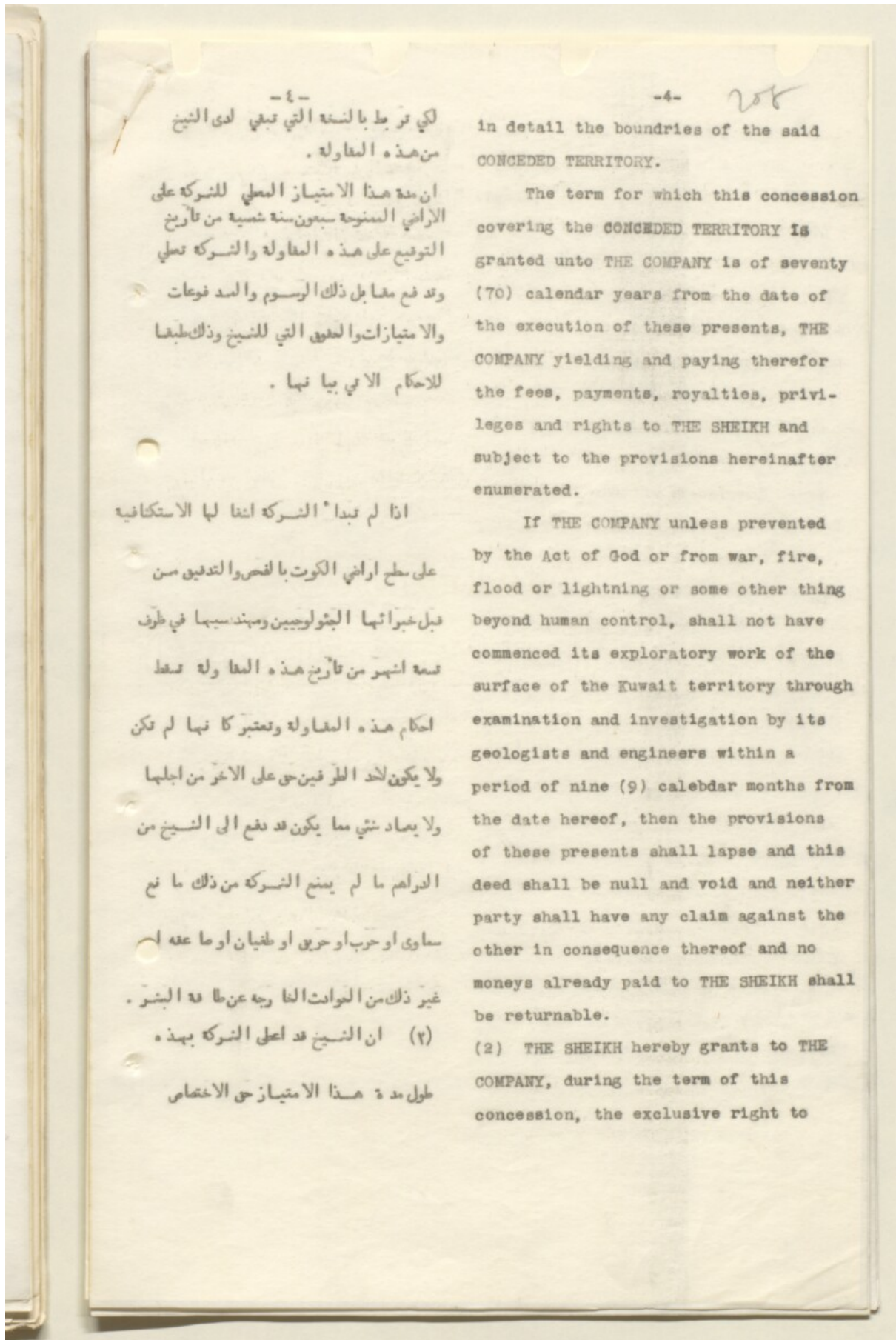












-٤-  
لكي تربط بالنسخة التي تبقي لدى الشيخ  
من هذه المفاولة .

ان مدة هذا الامتياز المعلي للشركة على  
الاراضي المنوحة سبعون سنة شمسية من تاريخ  
التوقيع على هذه المفاولة والشركة تعطي  
وتدفع مقابل ذلك الرسوم والسد فوعات  
والامتيازات والعقود التي للشيخ وذلك طبقا  
للاحكام الاتي بيا نها .

اذا لم تبدأ الشركة انشا لها الاستكشافية  
على سطح اراضي الكويت بالفحص والتدقيق من  
قبل خبراءها الجيولوجيين ومهندسيها في ظرف  
سنة اشهر من تاريخ هذه المفاولة سقط  
احكام هذه المفاولة وتعتبر كما نها لم تكن  
ولا يكون لحد الطرفين حق على الاخر من اجلها  
ولا يمساد شي مما يكون قد دفع الى الشيخ من  
الدراهم ما لم يمنع الشركة من ذلك ما منع  
سماوي او حرب او حريق او ظفان او ما عقه  
غير ذلك من العوائق الناجمة عن طاعة البشر .  
(٢) ان الشيخ قد اعطى الشركة بهذه  
طول مدة هذا الامتياز حتى الاختتام

-4-

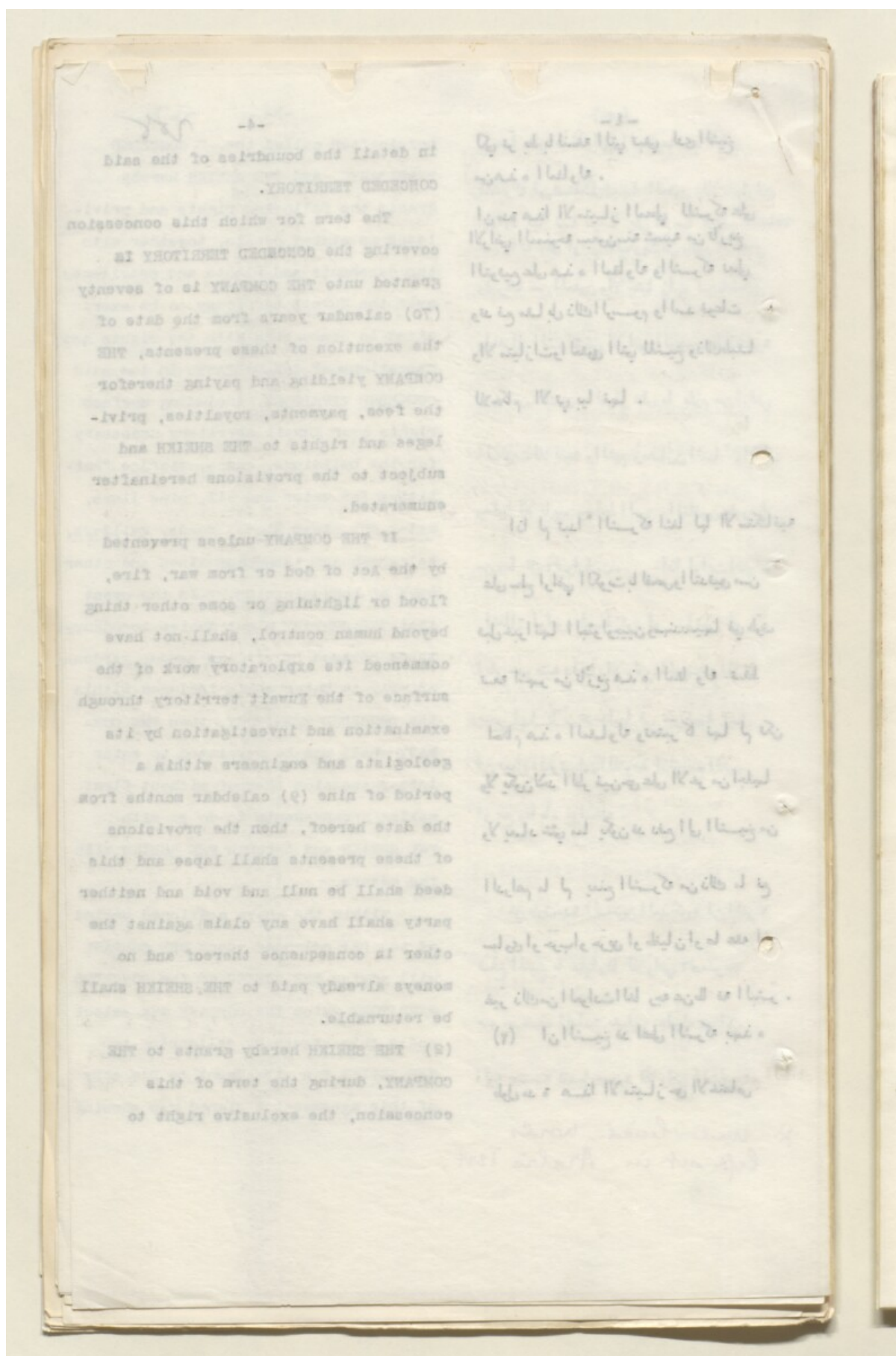
in detail the boundaries of the said  
CONCEDED TERRITORY.

The term for which this concession  
covering the CONCEDED TERRITORY is  
granted unto THE COMPANY is of seventy  
(70) calendar years from the date of  
the execution of these presents, THE  
COMPANY yielding and paying therefor  
the fees, payments, royalties, privi-  
leges and rights to THE SHEIKH and  
subject to the provisions hereinafter  
enumerated.

If THE COMPANY unless prevented  
by the Act of God or from war, fire,  
flood or lightning or some other thing  
beyond human control, shall not have  
commenced its exploratory work of the  
surface of the Kuwait territory through  
examination and investigation by its  
geologists and engineers within a  
period of nine (9) calendar months from  
the date hereof, then the provisions  
of these presents shall lapse and this  
deed shall be null and void and neither  
party shall have any claim against the  
other in consequence thereof and no  
moneys already paid to THE SHEIKH shall  
be returnable.

(2) THE SHEIKH hereby grants to THE  
COMPANY, during the term of this  
concession, the exclusive right to







- 8 -

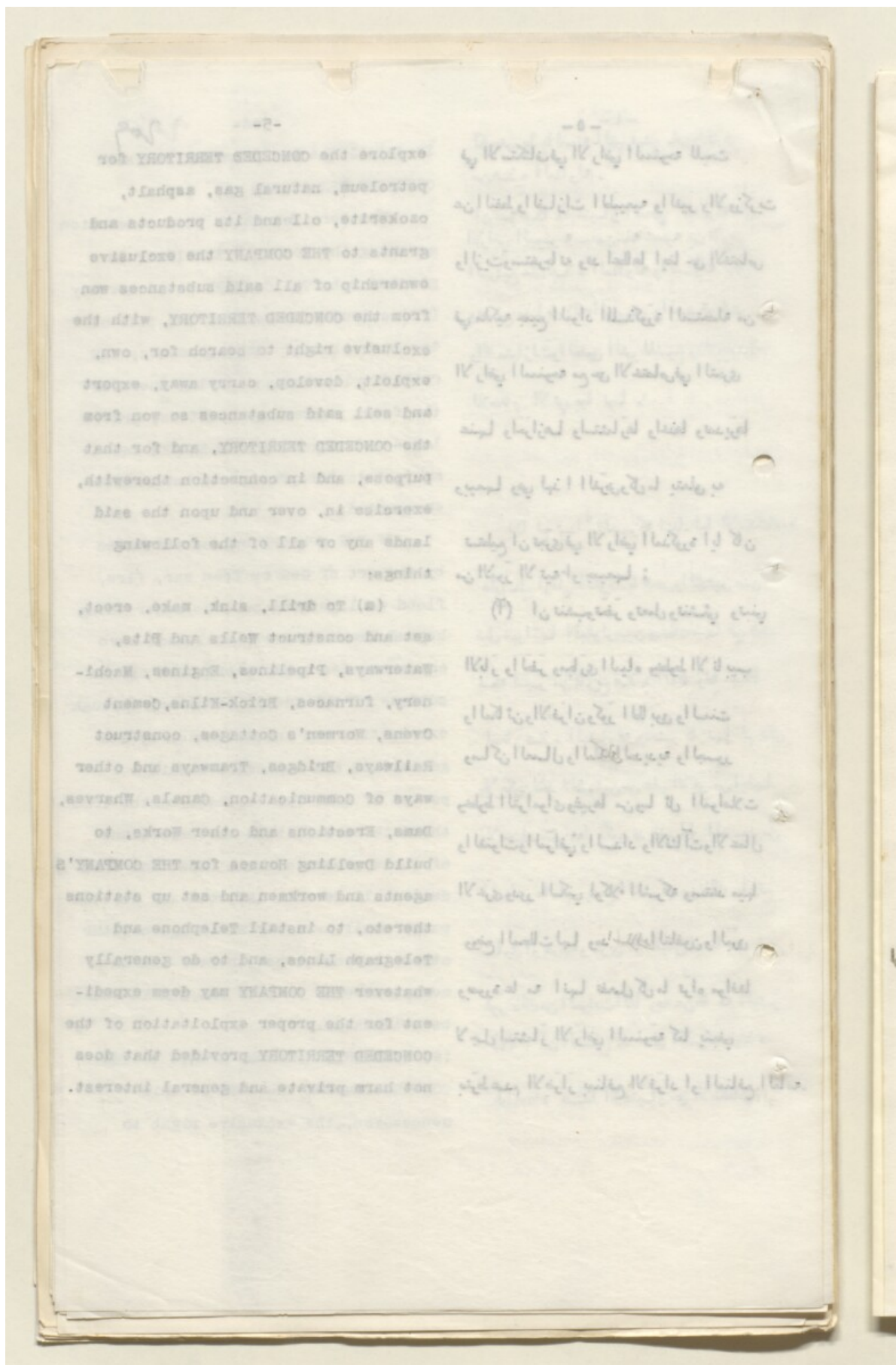
في الاستكشاف في الاراضي الممنوحة للبحث  
عن النفط والغازات الطبيعية والغير والاذكرت  
والزيت واستخراجاته وقد اعطاهما ايضا حق الاختصاص  
في ملكية جميع المواد المذكورة المستحقة من  
الاراضي الممنوحة مع حق الاختصاص في التجرى  
عنها واحرازها واستثمارها واخذها وتصديرها  
وبيعها وهي لهذا الغرض وكل ما يتعلق به  
تستطيع ان تجرى في الاراضي المذكورة ايا كان  
من الامور الاتية او جميعها :  
(ف) ان تنقب وتخر وتعمل وتنشئ وتبنى  
الانبار والطر ومبارى المياه وخطوط الانابيب  
والمكائن والاغران وكور الطابق والسنت  
وساكن العمال والسكك الحديدية والجسور  
وخطوط الترامواي وغيرها من وسائل المواصلات  
والقنوات والمرفأ والسداد والانناآت والاعمال  
الاخرى ودور السكنى لوكلاء الشركة ومستندمها  
وضع المحطات لها ومداسلاكها والتلفون والبرق  
وصورة عامة انها تفعل كل ما تراه موافقا  
لاجل استثمار الاراضي الممنوحة كما ينبغي  
بشرط عدم الاضرار بمنافع الافراد او المنافع العامة.

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explore the CONCEDED TERRITORY for  
petroleum, natural gas, asphalt,  
ozokerite, oil and its products and  
grants to THE COMPANY the exclusive  
ownership of all said substances won  
from the CONCEDED TERRITORY, with the  
exclusive right to search for, own,  
exploit, develop, carry away, export  
and sell said substances so won from  
the CONCEDED TERRITORY, and for that  
purpose, and in connection therewith,  
exercise in, over and upon the said  
lands any or all of the following  
things:

(a) To drill, sink, make, erect,  
set and construct Wells and Pits,  
Waterways, Pipelines, Engines, Machi-  
nery, furnaces, Brick-Kilns, Cement  
Ovens, Workmen's Cottages, construct  
Railways, Bridges, Tramways and other  
ways of Communication, Canals, Wharves,  
Dams, Erections and other Works, to  
build Dwelling Houses for THE COMPANY'S  
agents and workmen and set up stations  
thereto, to install Telephone and  
Telegraph Lines, and to do generally  
whatever THE COMPANY may deem expedi-  
ent for the proper exploitation of the  
CONCEDED TERRITORY provided that does  
not harm private and general interest.









-٦-

(ب) ان تقتصر في انشاء معامل تصفية النفط ومنا زن المياه والزيوت خارج الحدود العالي لمدينة الكويت في اي مثل تراه الشركة مناسبة سواء بطوب الابار المكتشفة او بصورة اخرى بشرط ان لا يضر ذلك بمنافع الافراد او المنافع العامة .

(ج) ان تحوز وتستعمل لأي غرض من الاغراض المتعلقة باستثمار الاراضي المنوحة المذكورة اي ماء داخل اراضي الشيخ وفي مع مساعدة الشيخ تنشي مجاري المياه والفرانجات والا حواش لاجل جمع المياه المذكورة بشرط ان لا يظهر في ذلك ضرر للافراد او للجمهور .

على الشركة في زمن السلم طول مدة هذا الامتياز ان تقبل وتنفذ على خطوطها البرقية برفيات حكومة الشيخ سواء كانت بالاحرف البسيطة او السرية كما انها تدعه يستعمل خطوطها الاتفاقيه و يجوز للشيخ ايضا ان يستعمل السكن الحديدية لاشغال شخصية خاصة طول مدة هذا الامتياز في زمن السلم وله مطلق ما لها عند ما تكون بلاده في حال حرب .

(٣) ان الميناء والابنية التي تحتاج اليها الشركة يجب ان تنشأ \*

-6-

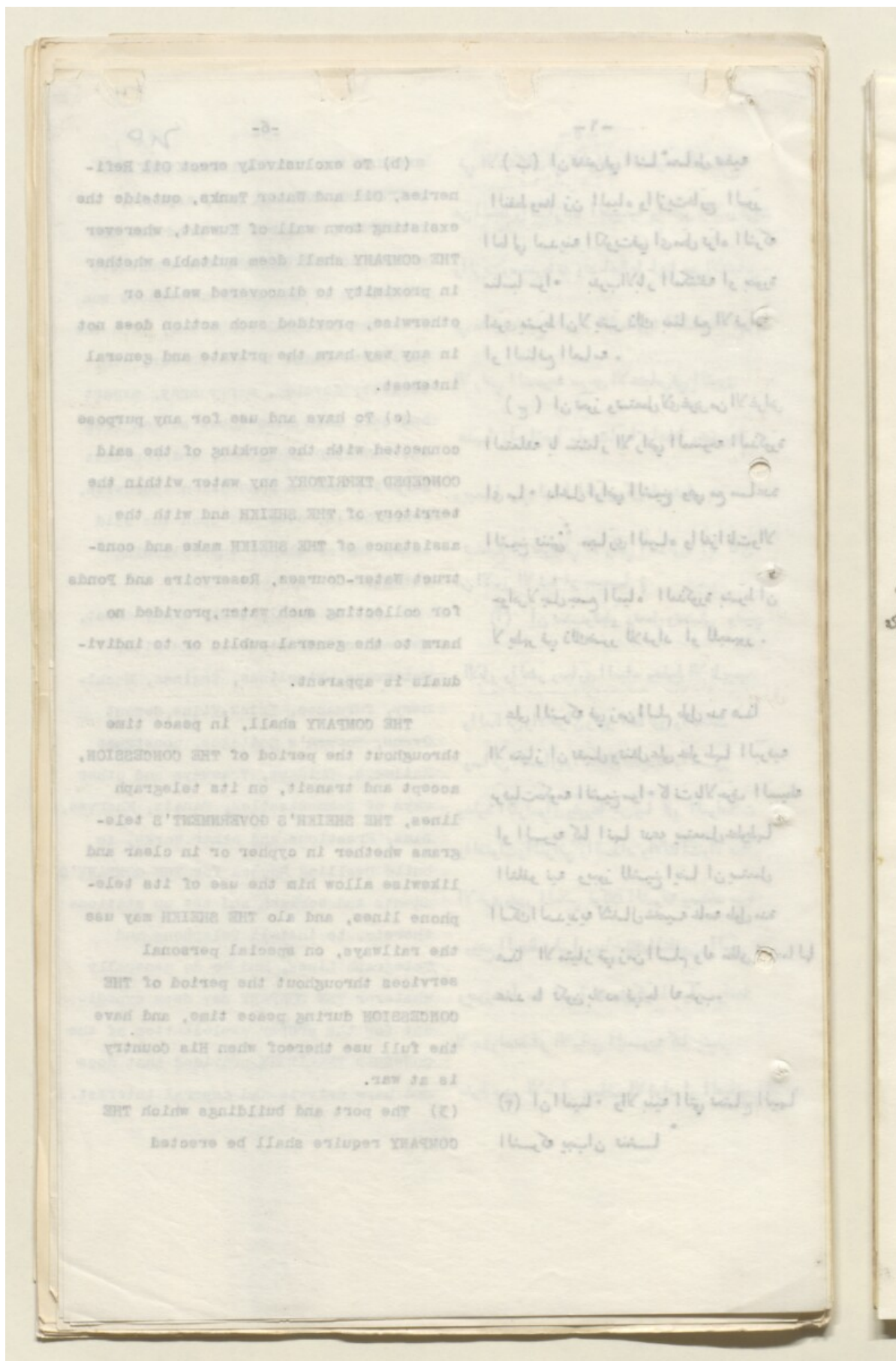
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(b) To exclusively erect Oil Refineries, Oil and Water Tanks, outside the existing town wall of Kuwait, wherever THE COMPANY shall deem suitable whether in proximity to discovered wells or otherwise, provided such action does not in any way harm the private and general interest.

(c) To have and use for any purpose connected with the working of the said CONCEDED TERRITORY any water within the territory of THE SHEIKH and with the assistance of THE SHEIKH make and construct Water-Courses, Reservoirs and Ponds for collecting such water, provided no harm to the general public or to individuals is apparent.

THE COMPANY shall, in peace time throughout the period of THE CONCESSION, accept and transit, on its telegraph lines, THE SHEIKH'S GOVERNMENT'S telegrams whether in cypher or in clear and likewise allow him the use of its telephone lines, and also THE SHEIKH may use the railways, on special personal services throughout the period of THE CONCESSION during peace time, and have the full use thereof when His Country is at war.

(3) The port and buildings which THE COMPANY require shall be erected







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خارج السور الحالي لمدينة الكويت  
والشركة حق بناء وتوسيع المرفأ على طول  
سواحل أراضي الكويت وبناء وانفا الارض  
والالات الرابعة واستعمال مواكب القرب ووضع  
الموامسات واقامة المنارات وعمل كل ما يلزم  
لعمل المرفأ مالمه لير الفن والبنائ  
ولنفذ المكائن وغيرها من الاموال المعانة  
او المرسله الى الشركة وكل ذلك داخل الاراضي  
الممنوحة او خارجها والشيخ يعطي للشركة  
حق القرار اللازم للمرفأ المذكورة وان ادارة  
الكومك للمواني المحلطة من قبل الشركة تكون  
تحت سلطة الموظف الكومكي المحلي للشيخ او الشركة  
تتمتع ان تبنى بنا واسما بقدر الكافية  
ليكون كمركا في كل موقع من تلك المواقع وسجل  
سكني مناسباً لممثل الشيخ الرسمي .

وانا اعطني اقامة حرس لمحافظة اشغال  
الشركة من ابار وغيرها في الداخل او على  
طول خطوط الانابيب وغيرها من المواصلات  
الى البحر فعلى الشركة ان تبني ابنية مناسبة  
لذلك الحرس على نفقتها .

ان علم الشيخ هو الذي يستعمل في الاراضي  
الممنوحة دون سواه .

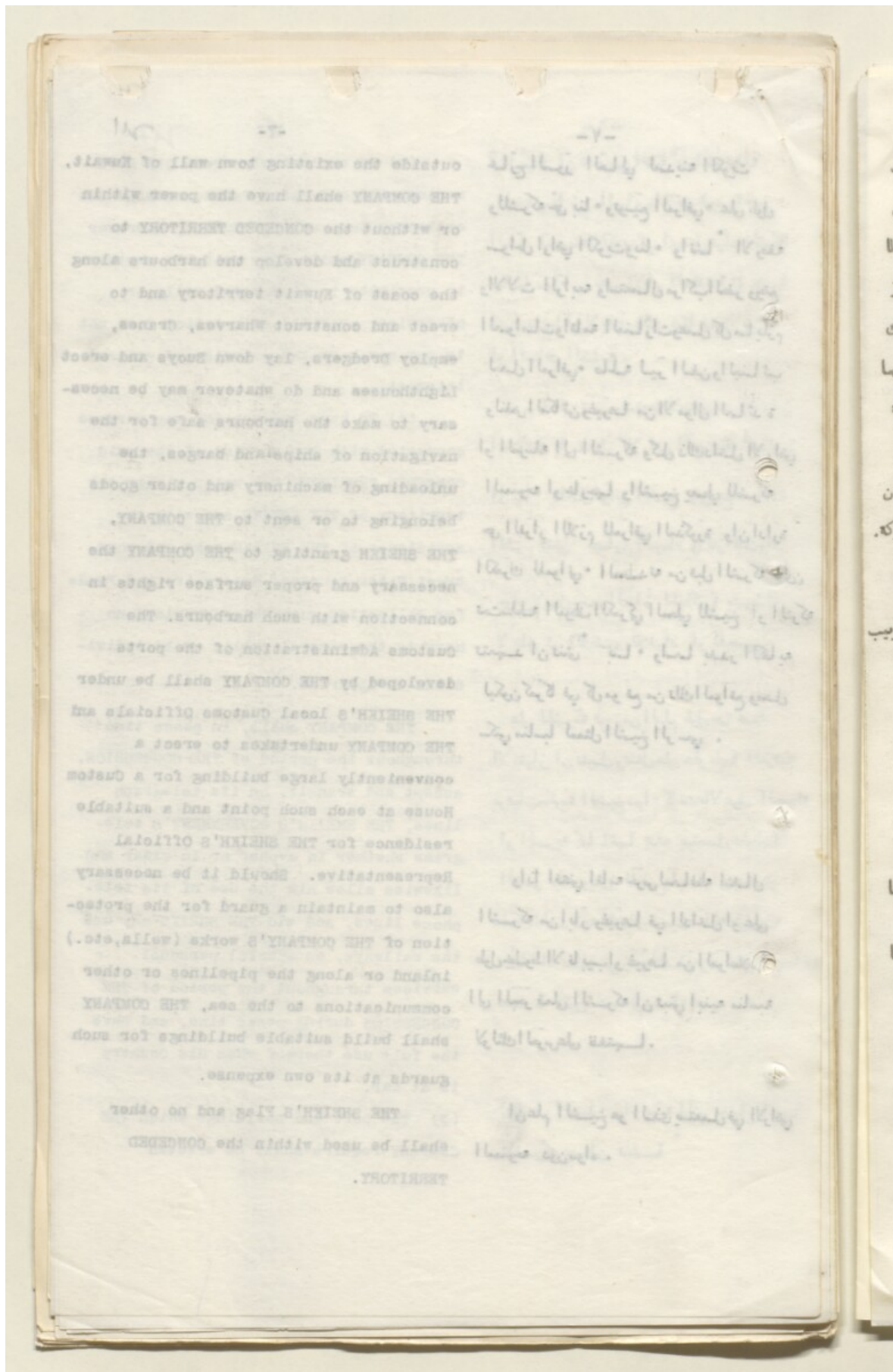
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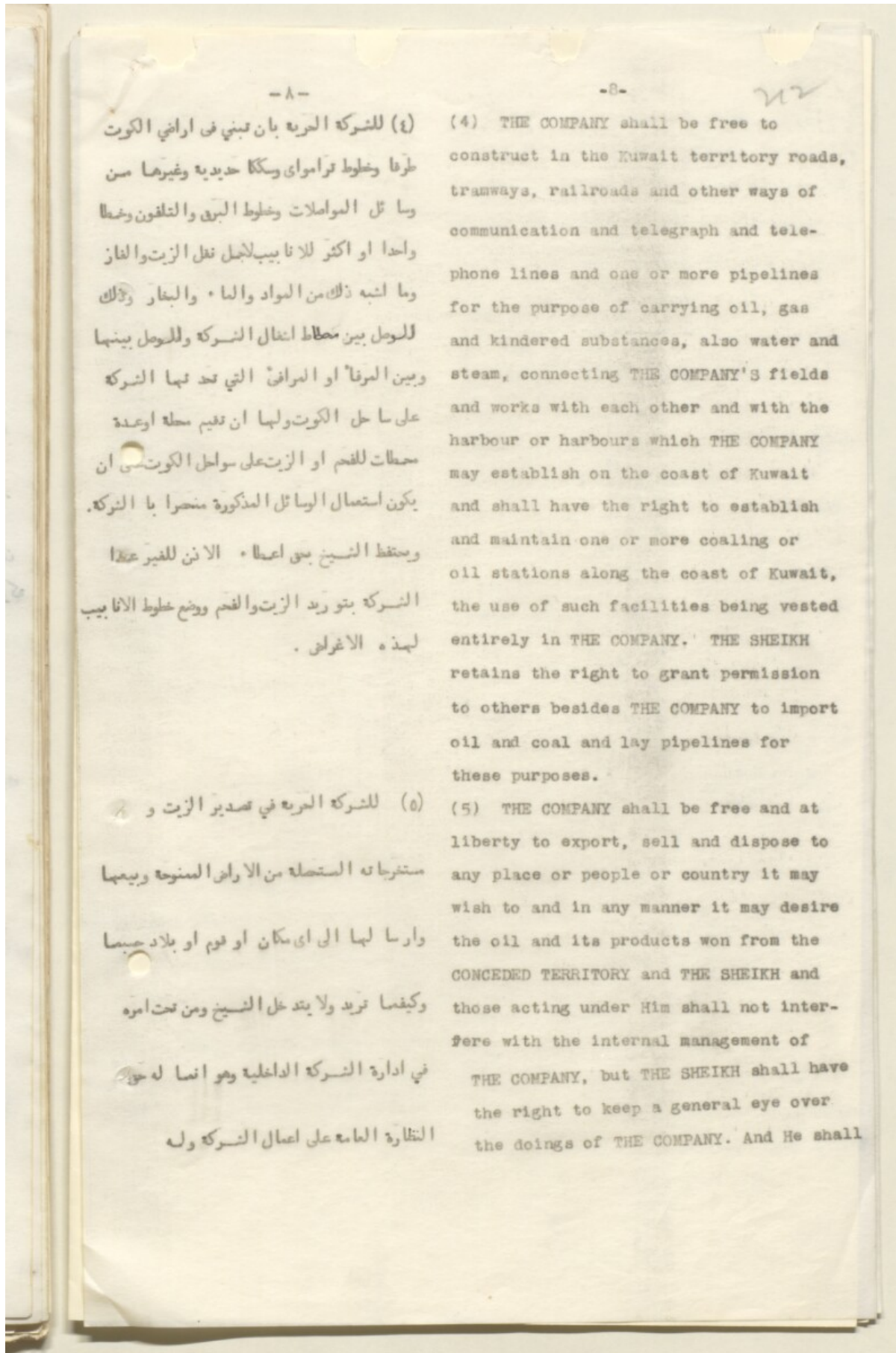
٢١

outside the existing town wall of Kuwait,  
THE COMPANY shall have the power within  
or without the CONCEDED TERRITORY to  
construct and develop the harbours along  
the coast of Kuwait territory and to  
erect and construct Wharves, Cranes,  
employ Dredgers, lay down Buoys and erect  
Lighthouses and do whatever may be neces-  
sary to make the harbours safe for the  
navigation of ships and barges, the  
unloading of machinery and other goods  
belonging to or sent to THE COMPANY,  
THE SHEIKH granting to THE COMPANY the  
necessary and proper surface rights in  
connection with such harbours. The  
Customs Administration of the ports  
developed by THE COMPANY shall be under  
THE SHEIKH'S local Customs Officials and  
THE COMPANY undertakes to erect a  
conveniently large building for a Custom  
House at each such point and a suitable  
residence for THE SHEIKH'S Official  
Representative. Should it be necessary  
also to maintain a guard for the protec-  
tion of THE COMPANY'S works (wells, etc.)  
inland or along the pipelines or other  
communications to the sea, THE COMPANY  
shall build suitable buildings for such  
guards at its own expense.

THE SHEIKH'S Flag and no other  
shall be used within the CONCEDED  
TERRITORY.







- ٨ -

(٤) للشركة الحرية بان تبني في اراضي الكويت  
طرقا وخطوط ترامواى وسككا حديدية وغيرها من  
وسا ئل المواصلات وخطوط البرق والتلفون وخطا  
واحدا او اكثر للانا بيب لنقل الزيت والغاز  
وما اشبه ذلك من المواد والماء والبهار وذلك  
للوصول بين محطات اشغال الشركة وللوصول بينها  
وبين المرفأ او المرفأ التي تحد بها الشركة  
على ساحل الكويت ولها ان تقيم محطة او عدة  
محطات للفحم او الزيت على سواحل الكويت متى ان  
يكون استعمال الوسائل المذكورة منحصرا با الشركة.  
ويحتفظ الشيخ بقى اعماله الان للغير عدا  
الشركة بتوريد الزيت والفحم ووضع خطوط الانابيب  
لهذه الاغراض .

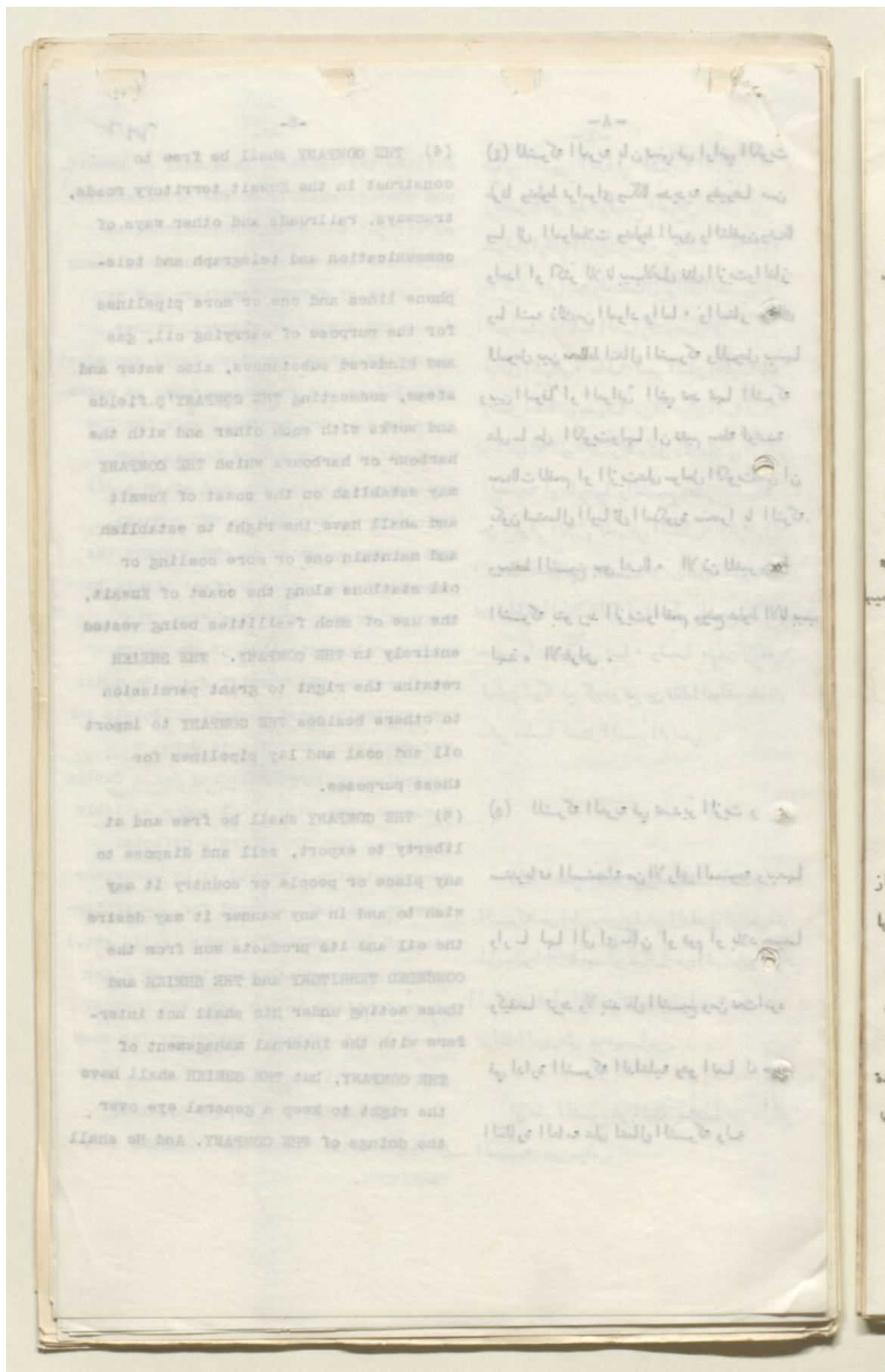
(٥) للشركة الحرية في تصدير الزيت و  
مستخرجاته المستخلصة من الاراض المنوحة وبمعها  
وارسا لها الى اى مكان او قوم او بلاد حبيبا  
وكيفما تريد ولا يتدخل الشيخ ومن تحت امره  
في ادارة الشركة الداخلية وهو انما له حق  
النظارة العامة على اعمال الشركة وله

- 8 -

(4) THE COMPANY shall be free to  
construct in the Kuwait territory roads,  
tramways, railroads and other ways of  
communication and telegraph and tele-  
phone lines and one or more pipelines  
for the purpose of carrying oil, gas  
and kindered substances, also water and  
steam, connecting THE COMPANY'S fields  
and works with each other and with the  
harbour or harbours which THE COMPANY  
may establish on the coast of Kuwait  
and shall have the right to establish  
and maintain one or more coaling or  
oil stations along the coast of Kuwait,  
the use of such facilities being vested  
entirely in THE COMPANY. THE SHEIKH  
retains the right to grant permission  
to others besides THE COMPANY to import  
oil and coal and lay pipelines for  
these purposes.

(5) THE COMPANY shall be free and at  
liberty to export, sell and dispose to  
any place or people or country it may  
wish to and in any manner it may desire  
the oil and its products won from the  
CONCEDED TERRITORY and THE SHEIKH and  
those acting under Him shall not inter-  
fere with the internal management of  
THE COMPANY, but THE SHEIKH shall have  
the right to keep a general eye over  
the doings of THE COMPANY. And He shall

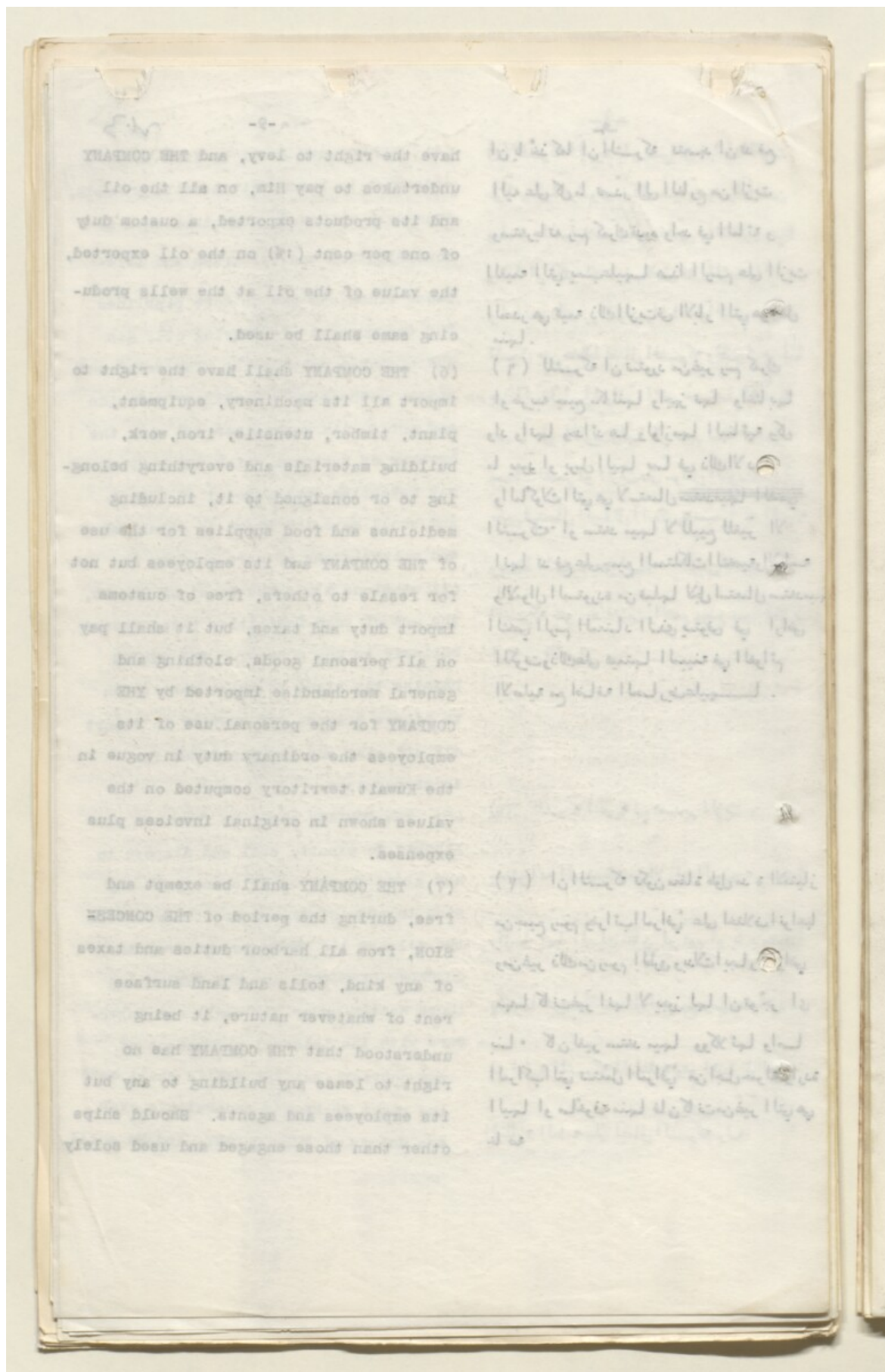




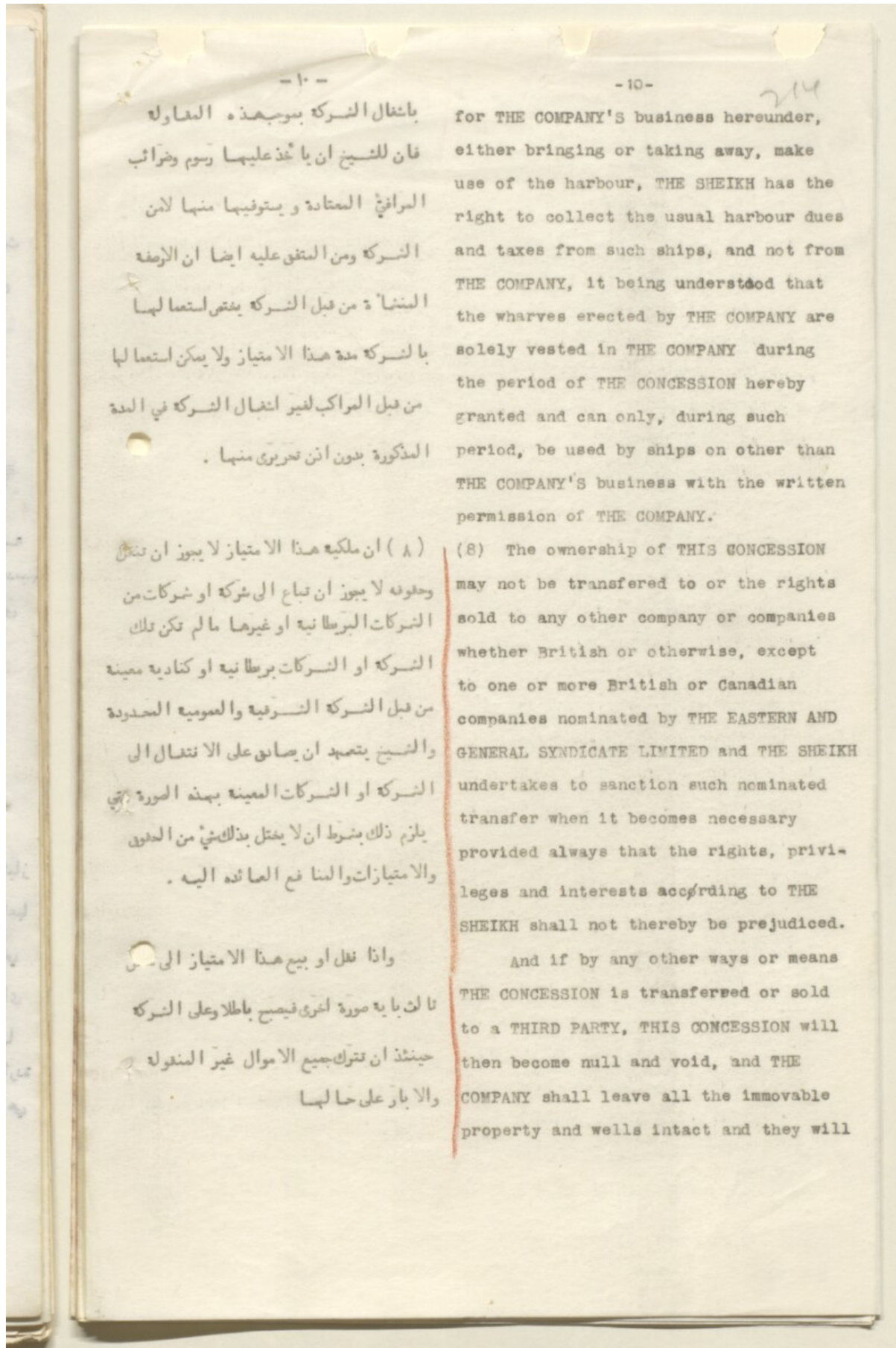


(٧) ان الشركة تكون مغطاة طول مدة الامتياز  
من جميع رسوم وضرائب المرافى على اختلاف انواعها  
ومن غير ذلك من رسوم الطرق وبذلات ايمار مرافى  
مهما كانت غير انها لا يجوز لها ان تؤجر اى  
بناء كان لغير مستخدم فيها ووكلائها واسا  
المراكب التي تستعمل المرافى من اجل حمولة وارادة  
اليها او مسافرة منها فان كانت من غير التي هي  
باص

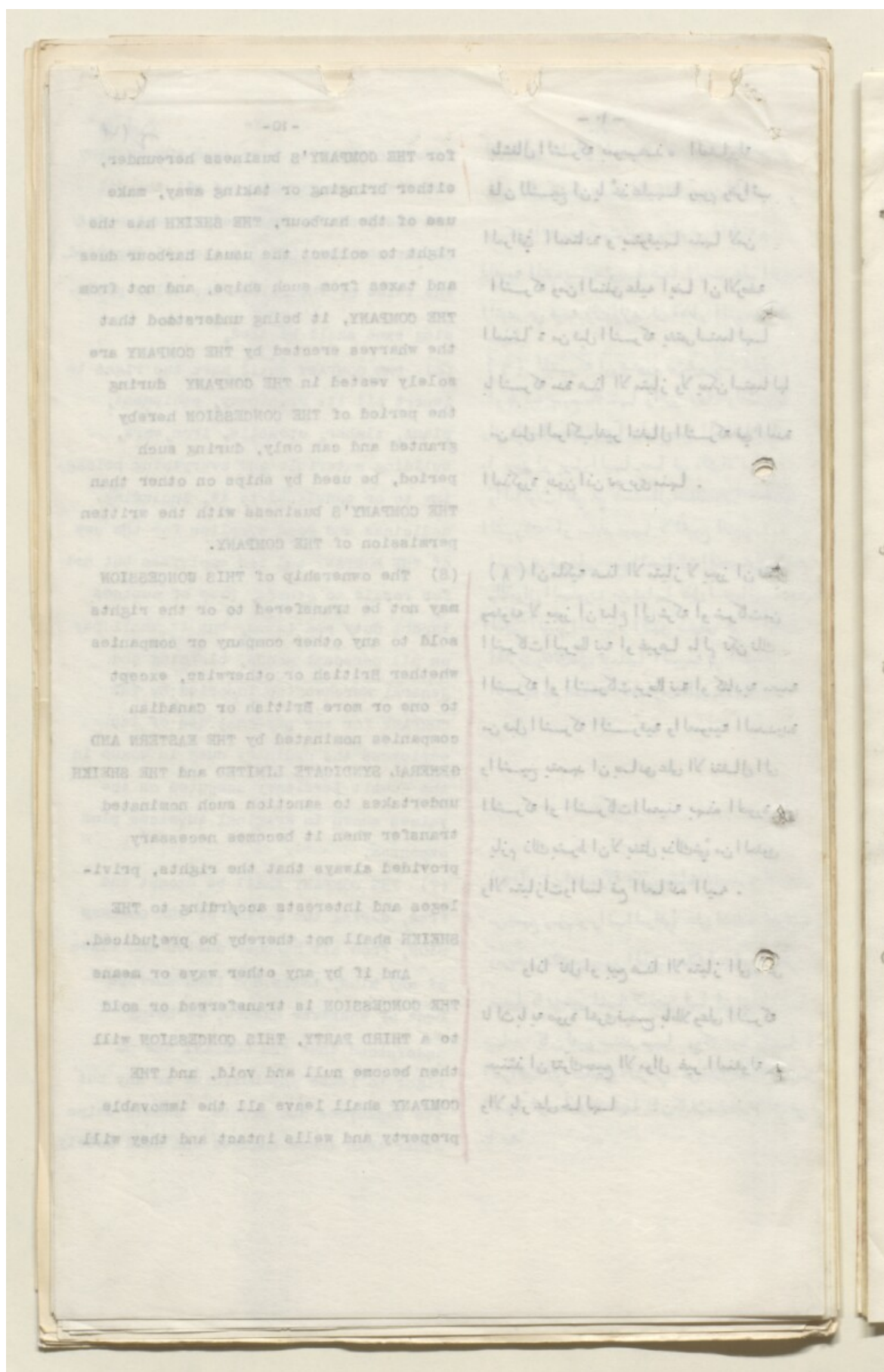
(7) THE COMPANY shall be exempt and free, during the period of THE CONCESSION, from all harbour duties and taxes of any kind, tolls and land surface rent of whatever nature, it being understood that THE COMPANY has no right to lease any building to any but its employees and agents. Should ships other than those engaged and used solely

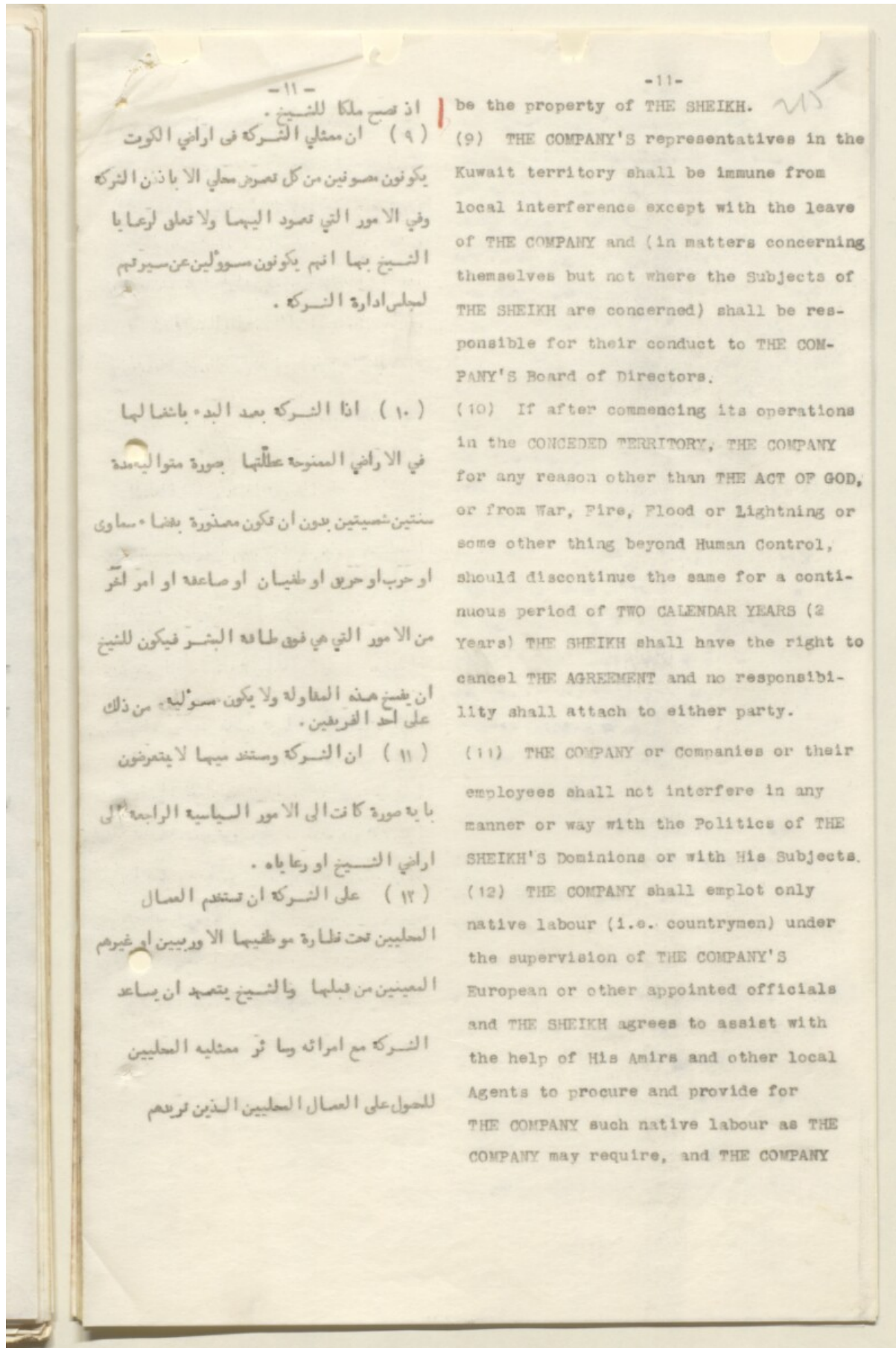




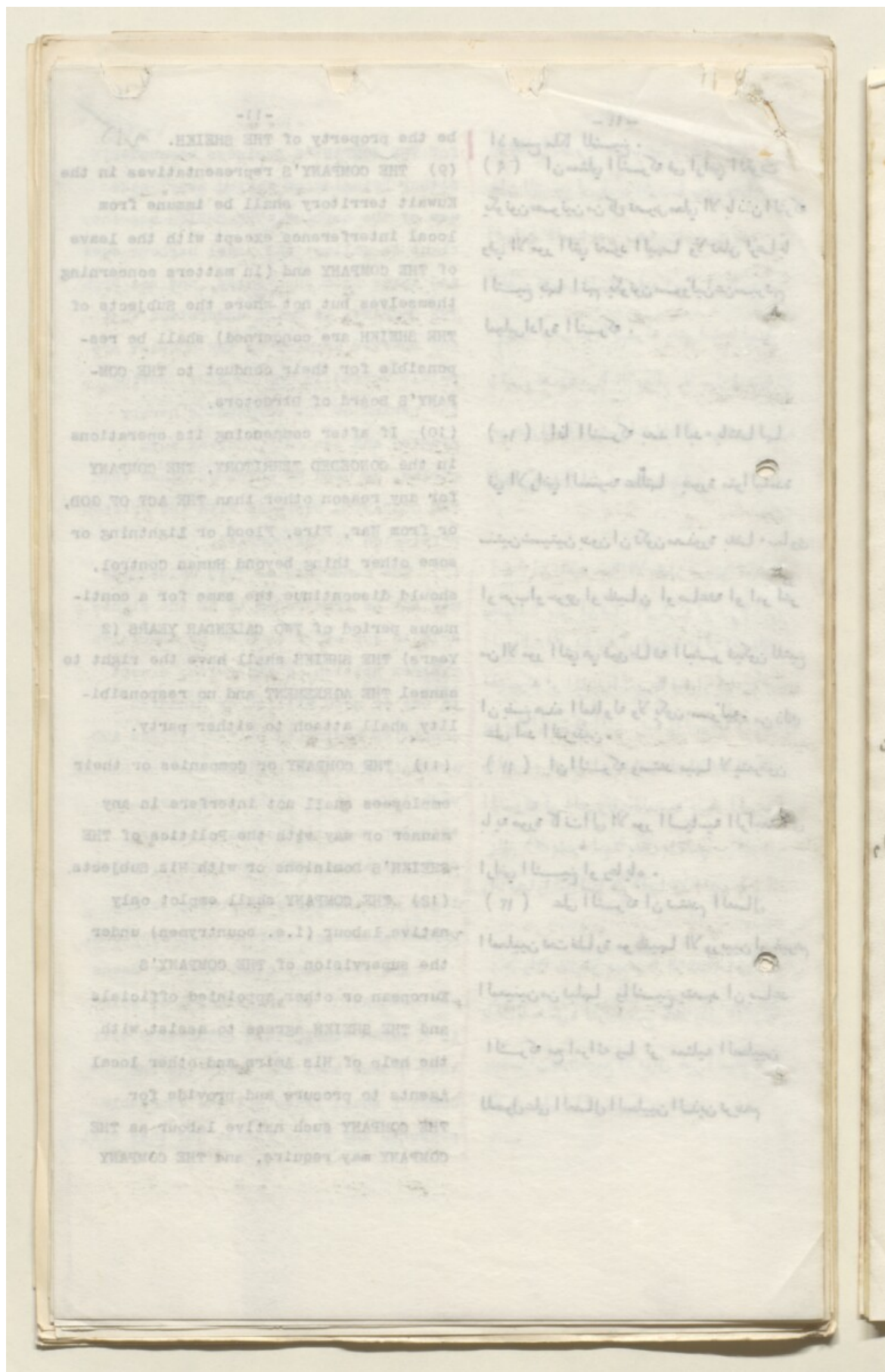






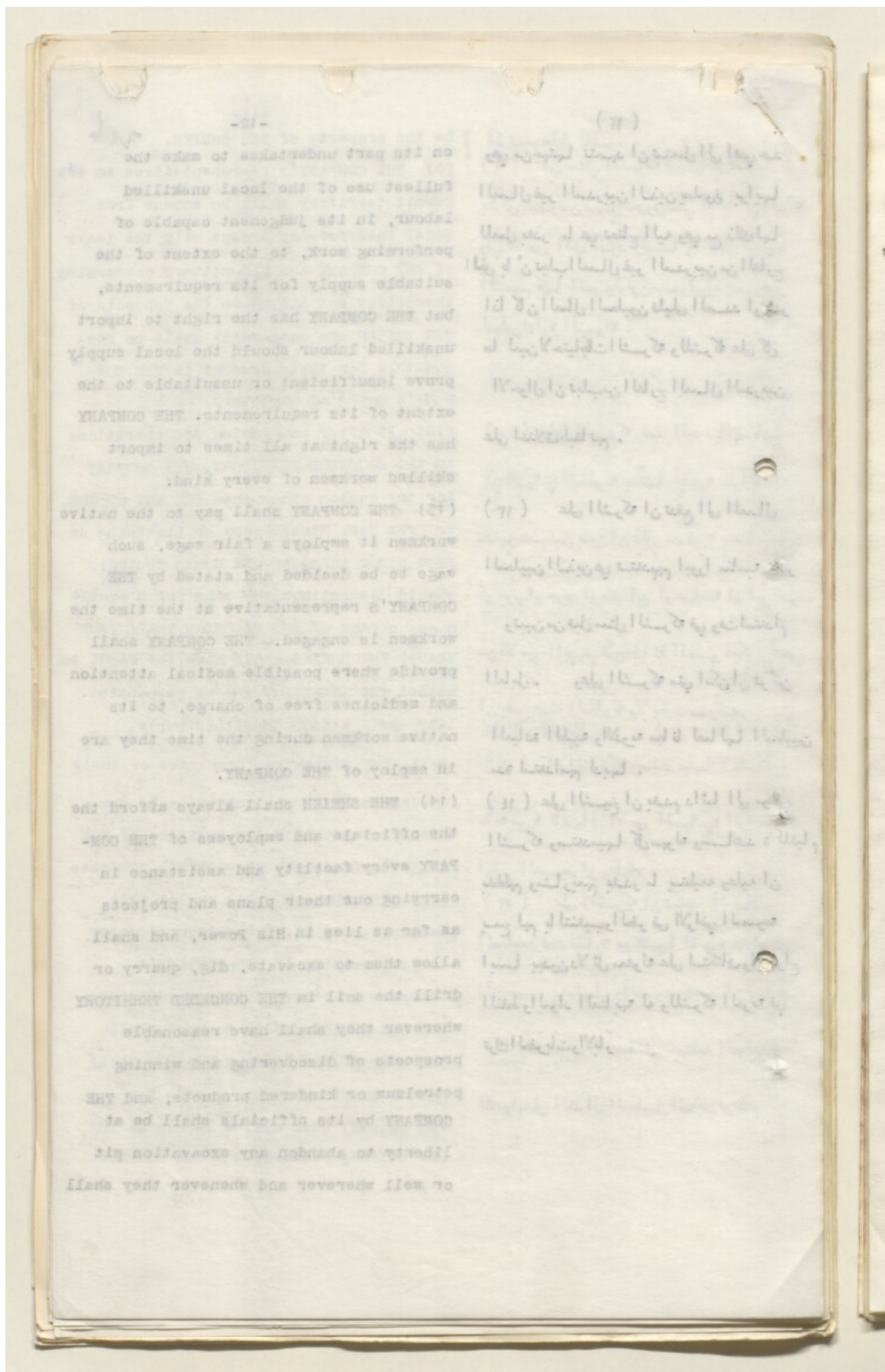








View on the Qatar Digital Library: [http://www.qdl.qa/en/archive/81055/vdc\\_100023609847.0x00002d](http://www.qdl.qa/en/archive/81055/vdc_100023609847.0x00002d)







- ١٣ -

متي رأى موظفوها ذلك موافقا غير ان هذه  
المادة لا تجعل للشركة او خلفائها او وكلائها  
حق الدخول الى الاملاك الخاصة بدون سبق الموافقة  
على ذلك من الشيخ او الممثل المعين من قبله.

( ١٥ ) على الشركة في مقابل اعطاء هذا  
الامتياز من قبل الشيخ والمساعدة التي  
تقدم الي مستخدميه ان تدفع اليه في ظرف  
ستين يوما من تاريخ التوقيع على هذه المفاولة  
مبلغا قدره ثلاثون الف روبية واذ لم تدفع  
الشركة هذا المبلغ في ظرف ستين يوما كما  
تقدم فتصبح هذه المفاولة باطله.  
وبعد دفع مبلغ الثلاثين الف روبية  
للمرة الاولى كما تقدم ان الشركة تتعهد ان  
تدفع الى الشيخ كلما يمر عام واحد على  
تاريخ التوقيع على هذه المفاولة مبلغا قدره  
عشرون الف روبية .

وهذا المبلغ السنوي البالغ عشرين  
الف روبية يستمر دفعه بدون انقطاع لانتقلت  
الشركة ام لم تنتقل الى ان يصرح الشركة  
بانها قد وجدت زيتا في اراضي الممنوحة  
بمقادير تصلح للتجارة

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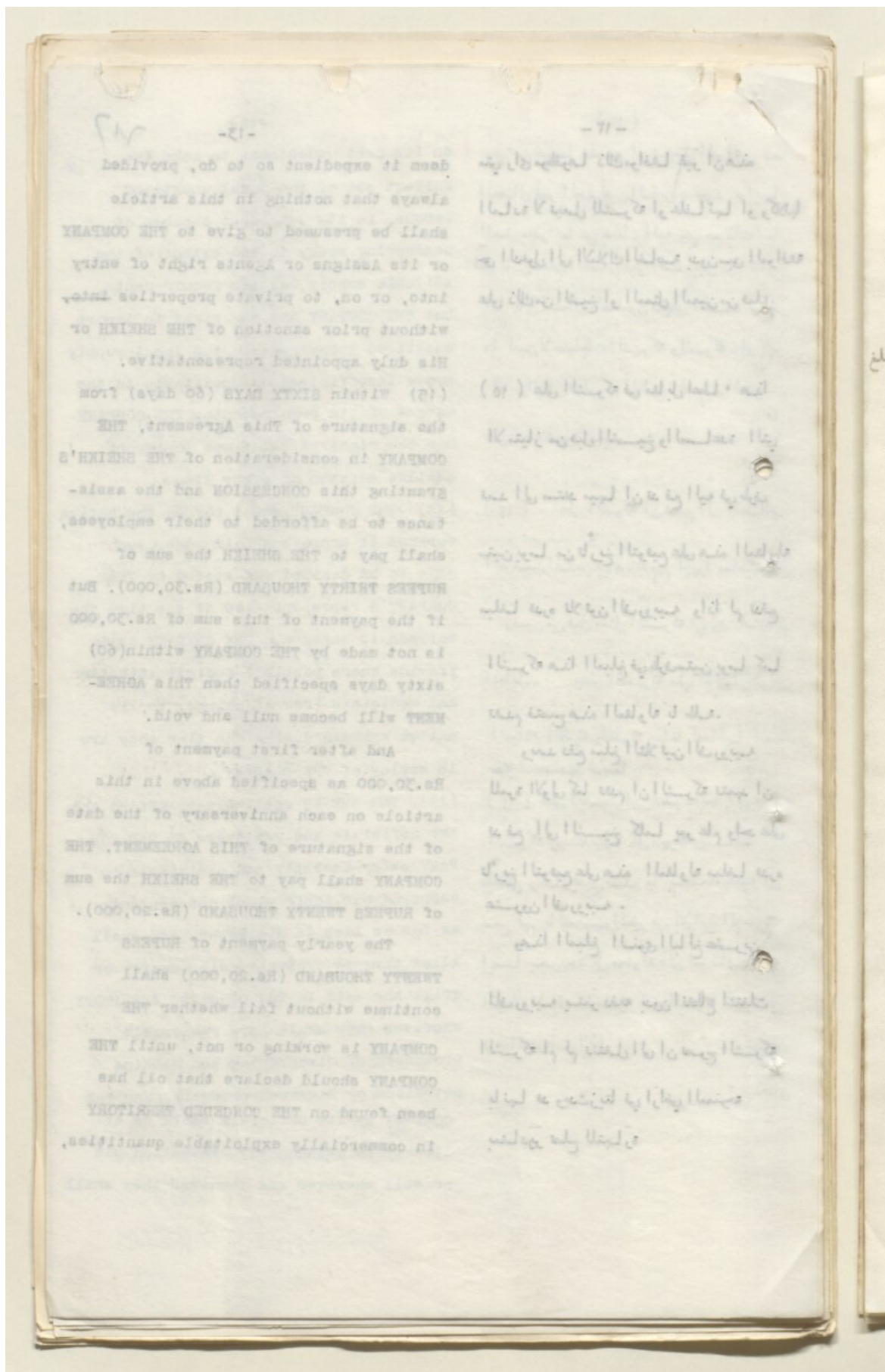
deem it expedient so to do, provided  
always that nothing in this article  
shall be presumed to give to THE COMPANY  
or its Assigns or Agents right of entry  
into, or on, to private properties into,  
without prior sanction of THE SHEIKH or  
His duly appointed representative.

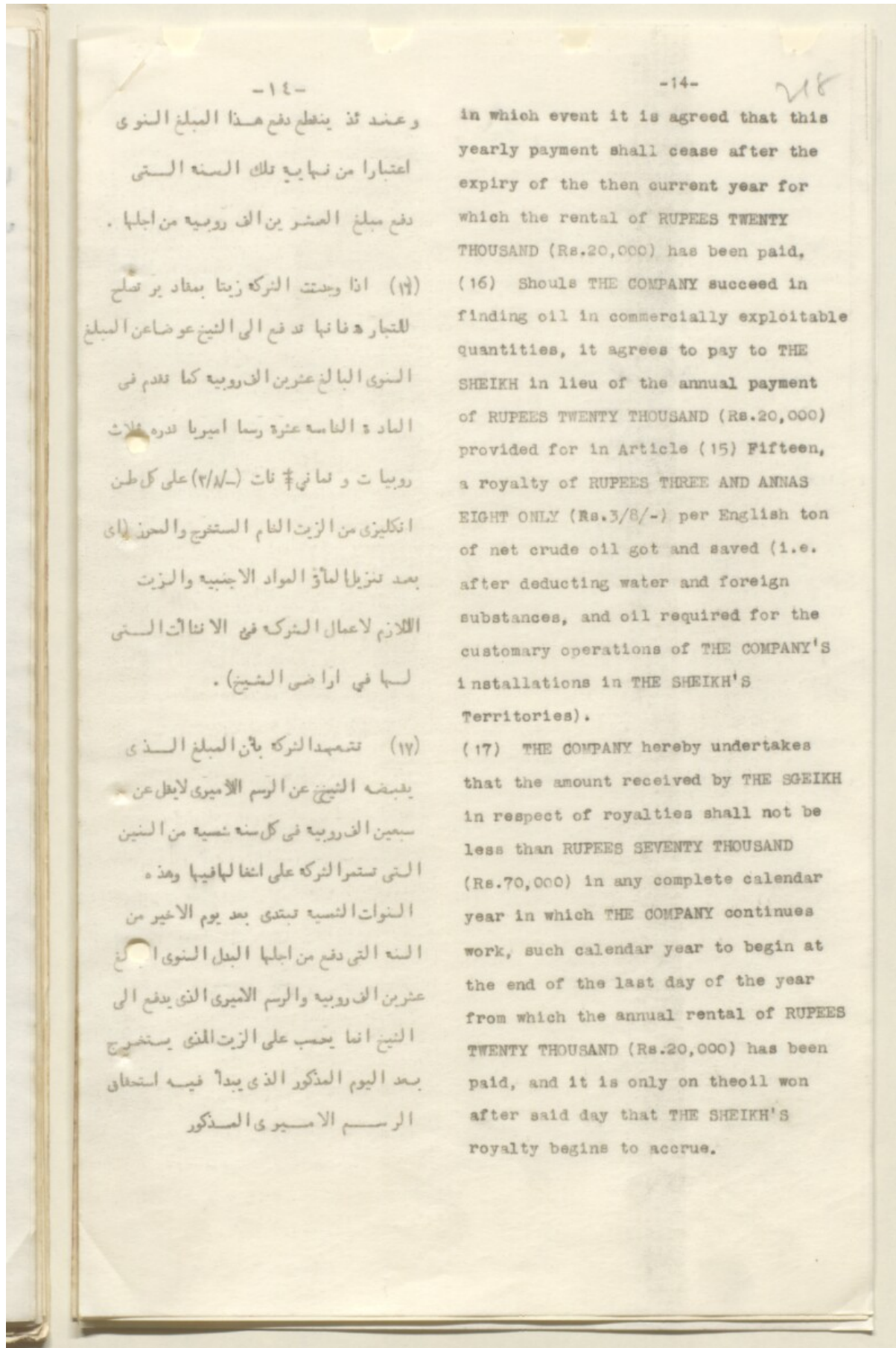
(15) within SIXTY DAYS (60 days) from  
the signature of This Agreement, THE  
COMPANY in consideration of THE SHEIKH'S  
granting this CONCESSION and the assis-  
tance to be afforded to their employees,  
shall pay to THE SHEIKH the sum of  
RUPEES THIRTY THOUSAND (Rs.30,000). But  
if the payment of this sum of Rs.30,000  
is not made by THE COMPANY within (60)  
sixty days specified then This AGREE-  
MENT will become null and void.

And after first payment of  
Rs.30,000 as specified above in this  
article on each anniversary of the date  
of the signature of THIS AGREEMENT, THE  
COMPANY shall pay to THE SHEIKH the sum  
of RUPEES TWENTY THOUSAND (Rs.20,000).

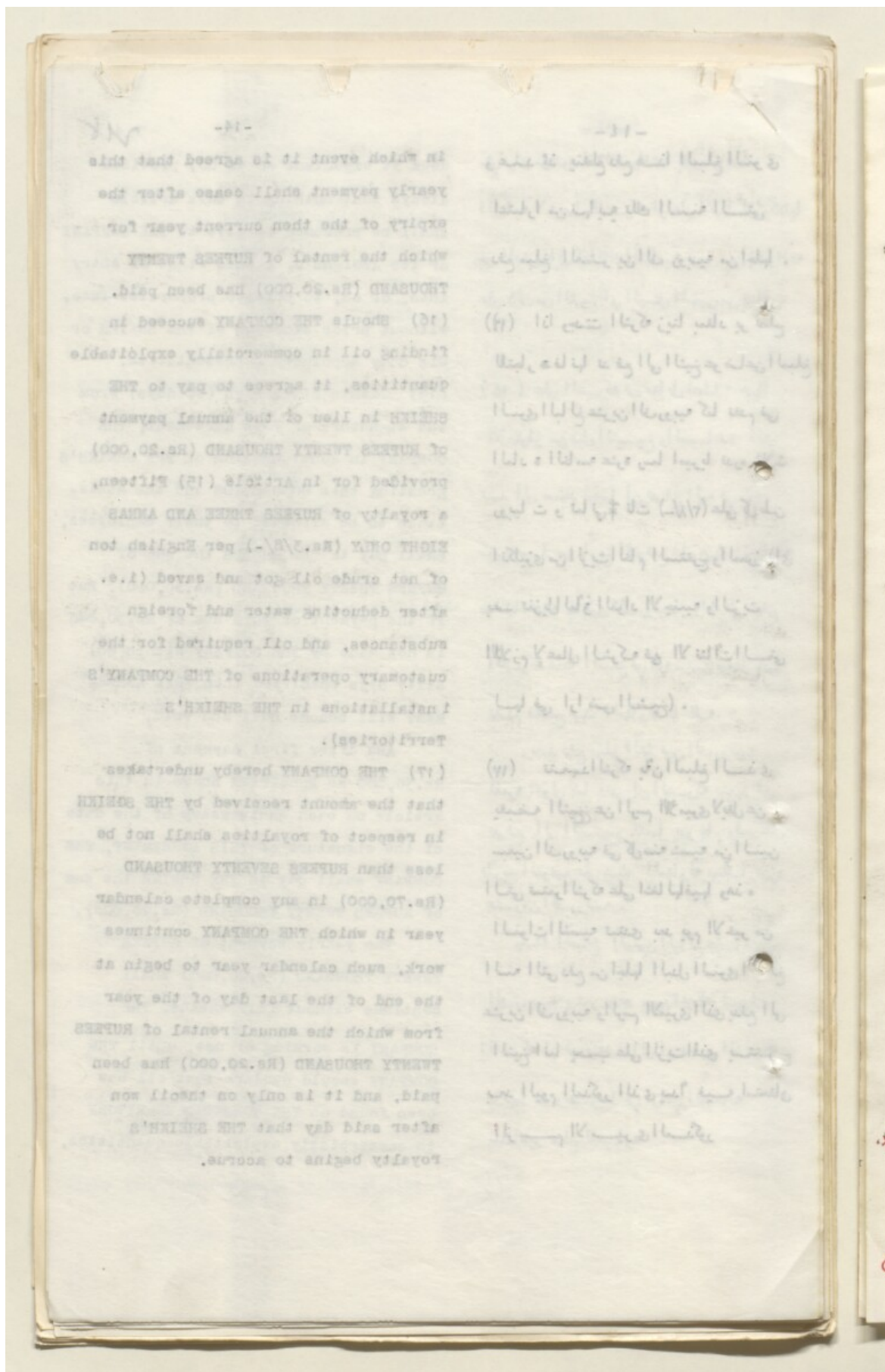
The yearly payment of RUPEES  
TWENTY THOUSAND (Rs.20,000) shall  
continue without fail whether THE  
COMPANY is working or not, until THE  
COMPANY should declare that oil has  
been found on THE CONCEDED TERRITORY  
in commercially exploitable quantities,



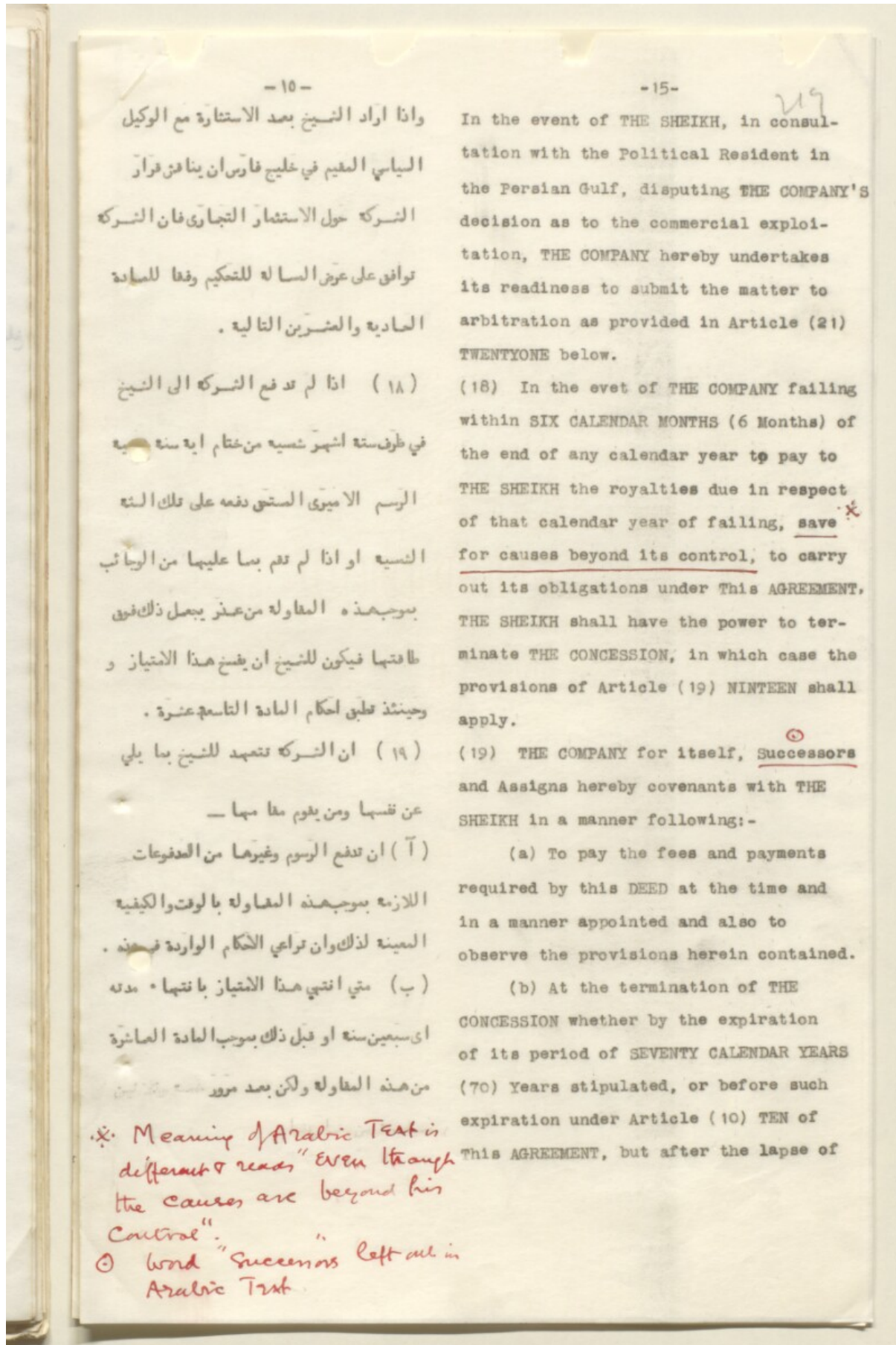


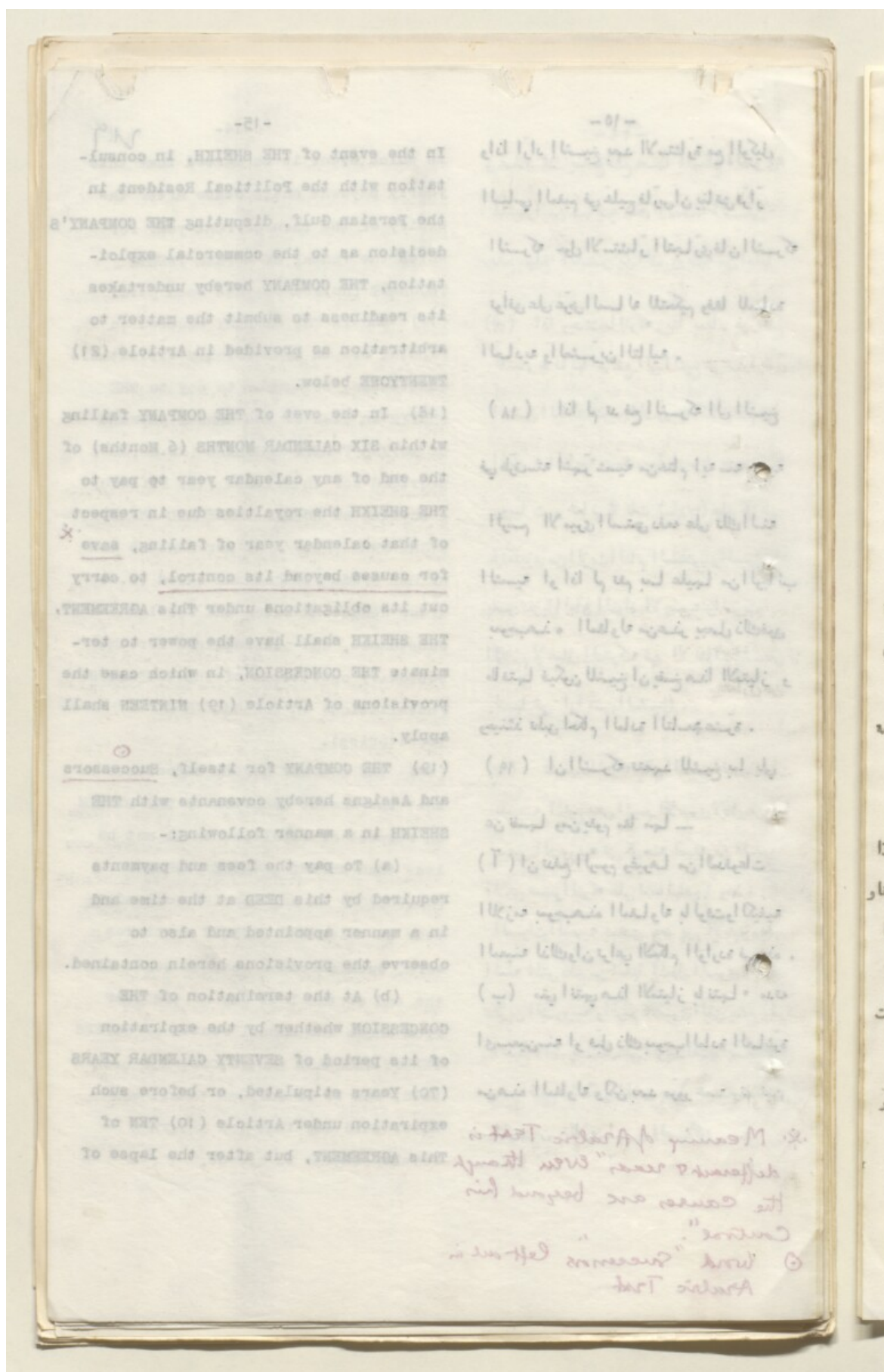
















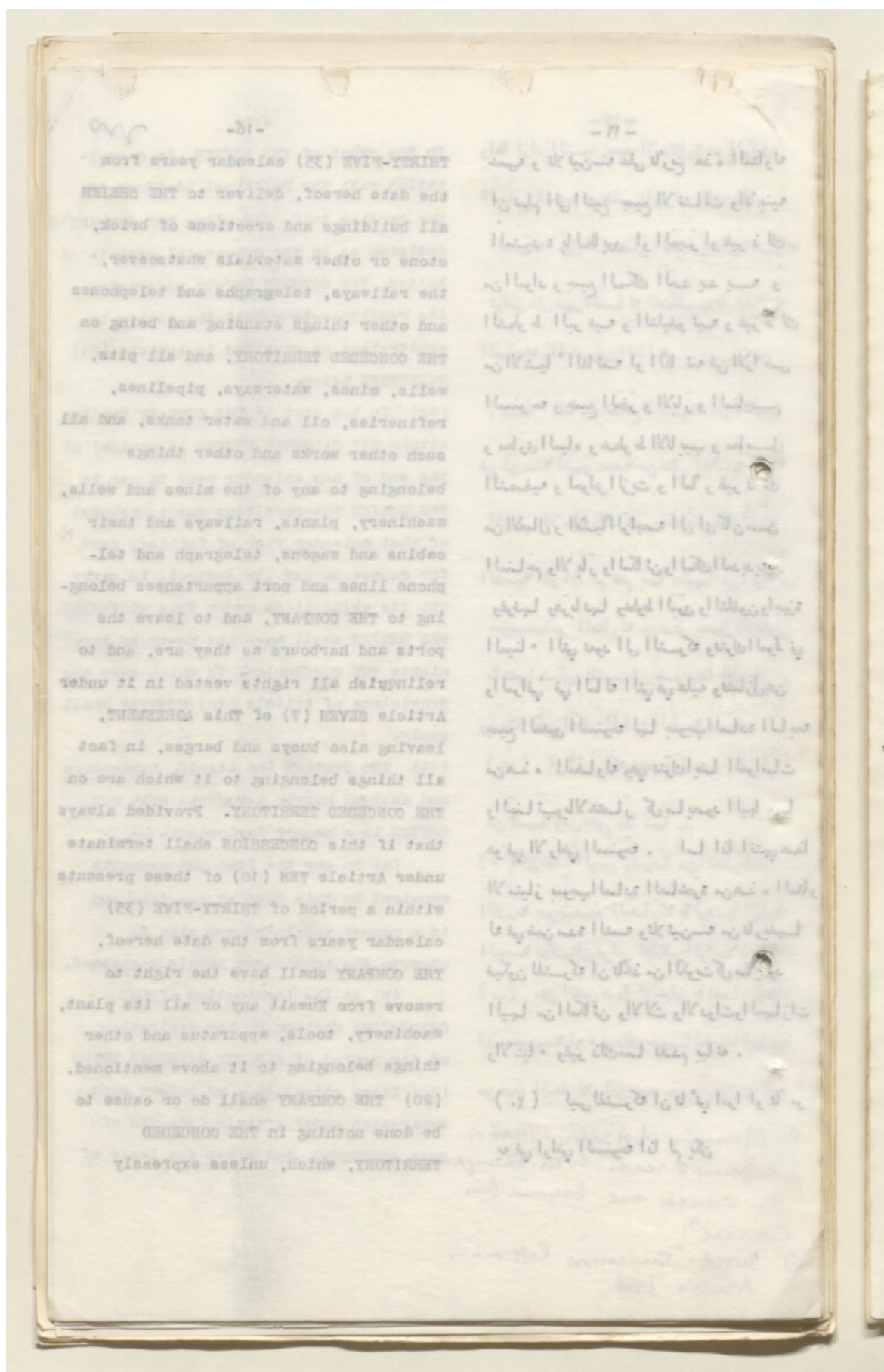
- ١٦ -

خمسية و ثلاثين سنة على تاريخ هذه المفاولة  
ان تسلّم الى الشيخ جميع الانشاءات والابنية  
المشيّدة بالمطابق او الحجر او غير ذلك  
من المواد وجميع المبك الحد يدية و  
الخطوط البرقية والتليفونية وغير ذلك  
من الاشياء القائمة او الكائنة في الاراضي  
الممنوحة وجميع الخز و الابار و المناجم  
و مزارى المياه وخطوط الانابيب و معامل  
التصفية و احوال الزيت و الماء وغير ذلك  
من الضمال و الاشياء الراجعة الى اى كان من  
المناجم و الابار و المكائن و المبك الحديدية  
وغرفها و عرباتها و خطوط البنى و التلفون و اجهزة  
الميناء التي تعود الى الشركة و تترك المولى في  
و المرافق في الحالة التي هي عليه و تتنازل عن  
جميع الحقوق الممنوحة لها بموجب المادة السابعة  
من هذه المفاولة و هي تترك ايضا العوامات  
و البنائين و الاختصار كل ما يعود اليها مما  
هو في الاراضي الممنوحة . اما اذا انتهي هذا  
الامتياز بموجب المادة العاشرة من هذه المفاولة  
له في ضمن مدة الخمسة و ثلاثين سنة من تاريخها  
فيكون للشركة ان تأخذ من الكويت كل ما ورد  
اليها من المكائن و الآلات و الادوات و الاجهزة  
و الاشياء و غير ذلك مما تقدم بيانه .  
( ٢٠ ) ليس للشركة ان تاتي امرا او تأمر  
به في اراضي الممنوحة اذا لم يكن

- 16 -

THIRTY-FIVE (35) calendar years from  
the date hereof, deliver to THE SHEIKH  
all buildings and erections of brick,  
stone or other materials whatsoever,  
the railways, telegraphs and telephones  
and other things stansing and being on  
THE CONCEDED TERRITORY, and all pits,  
wells, mines, waterways, pipelines,  
refineries, oil and water tanks, and all  
such other works and other things  
belonging to any of the mines and wells,  
machinery, plants, railways and their  
cabins and wagons, telegraph and tel-  
phone lines and port appurtences belong-  
ing to THE COMPANY, and to leave the  
ports and harbours as they are, and to  
relinquish all rights vested in it under  
Article SEVEN (7) of This AGREEMENT,  
leaving also buoys and barges, in fact  
all things belonging to it which are on  
THE CONCEDED TERRITORY. Provided always  
that if this CONCESSION shall terminate  
under Article TEN (10) of these presents  
within a period of THIRTY-FIVE (35)  
calendar years from the date hereof,  
THE COMPANY shall have the right to  
remove from Kuwait any or all its plant,  
machinery, tools, apparatus and other  
things belonging to it above mentioned.  
(20) THE COMPANY shall do or cause to  
be done nothing in THE CONCEDED  
TERRITORY, which, unless expressly







- ١٧ -

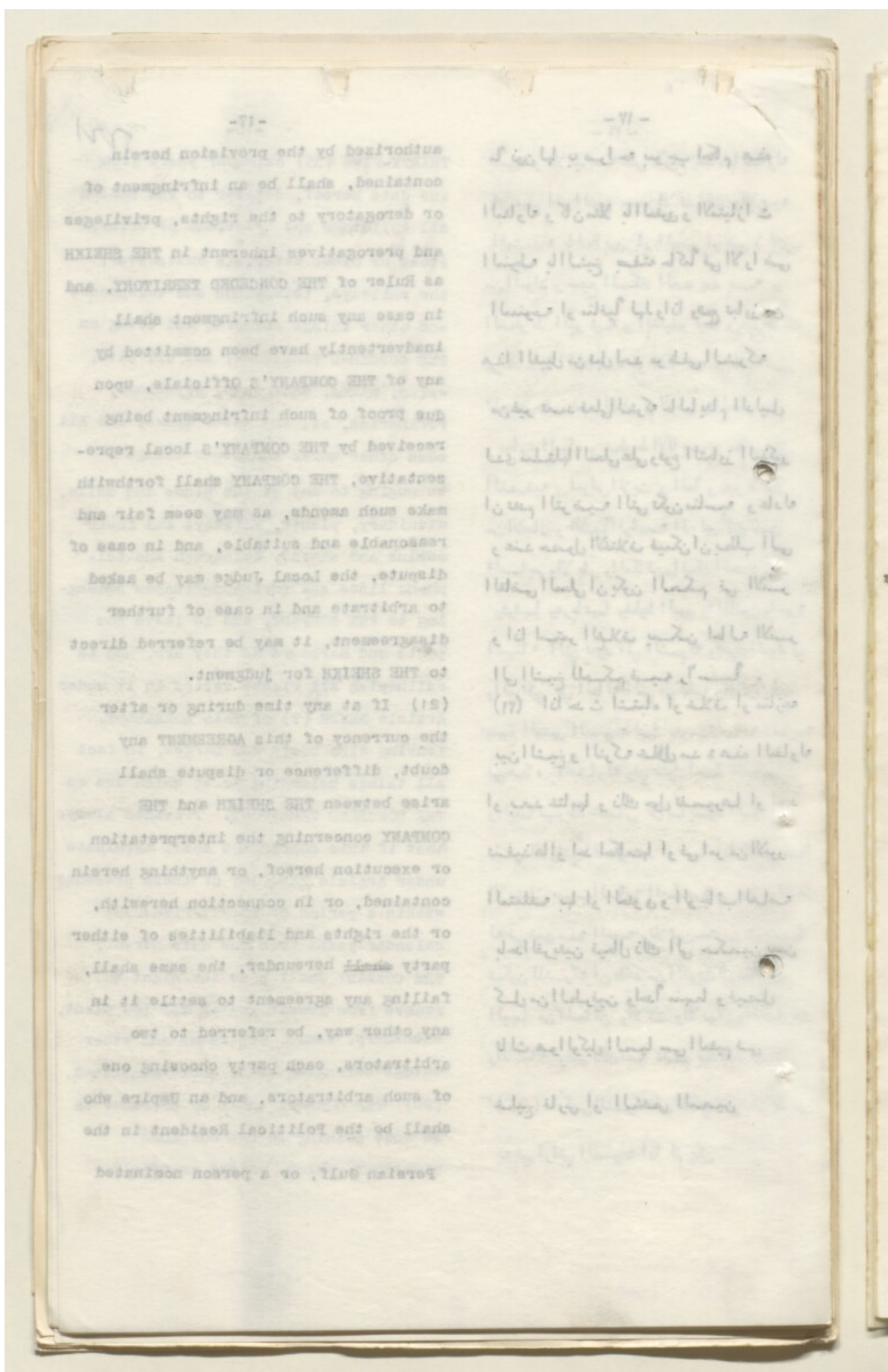
ما نون لها به صراحة بموجب احكام هذه  
المناولة وكان مضافا بالحق والامتيازات  
المنوطة بالشيخ بصفته حاكما في الاراضي  
المنوطة او منافيا لها وانا وقع تجاوز من  
هذا القبيل من قبل احد موظفي الشركة  
من غير تعمد فعلى الشركة حاليما ان تقدم  
لدى ممثلها المحلي على وقوع التجاوز المذكور  
ان تقدم الترضية التي تكون مناسبة وعادلة  
وعند حصول الاتفاق فيمكن ان يطلب الى  
القاضي المحلي ان يكون الحكم في الامر  
واذا استمر الخلاف يمكن احالة الامر  
الى الشيخ للحكم فيه والى  
(٢١) اذا حدث اشتباه او خلاف او منازعة  
بين الشيخ والشركة خلال مدة هذه المناولة  
او بحد ختامها وذلك حول تفسيرها او  
تنفيذها او احد احكامها او في امر من الامور  
المتعلقة بها او الحقوق والواجبات الخاصة  
بأحد الطرفين فيحال ذلك الى حكمين يمين  
كل من الطرفين واحدا منهما وفيصل  
ثالث هو الوكيل السياسي المقيم في  
خليج فارس او الشخص المقيم

- 17 -

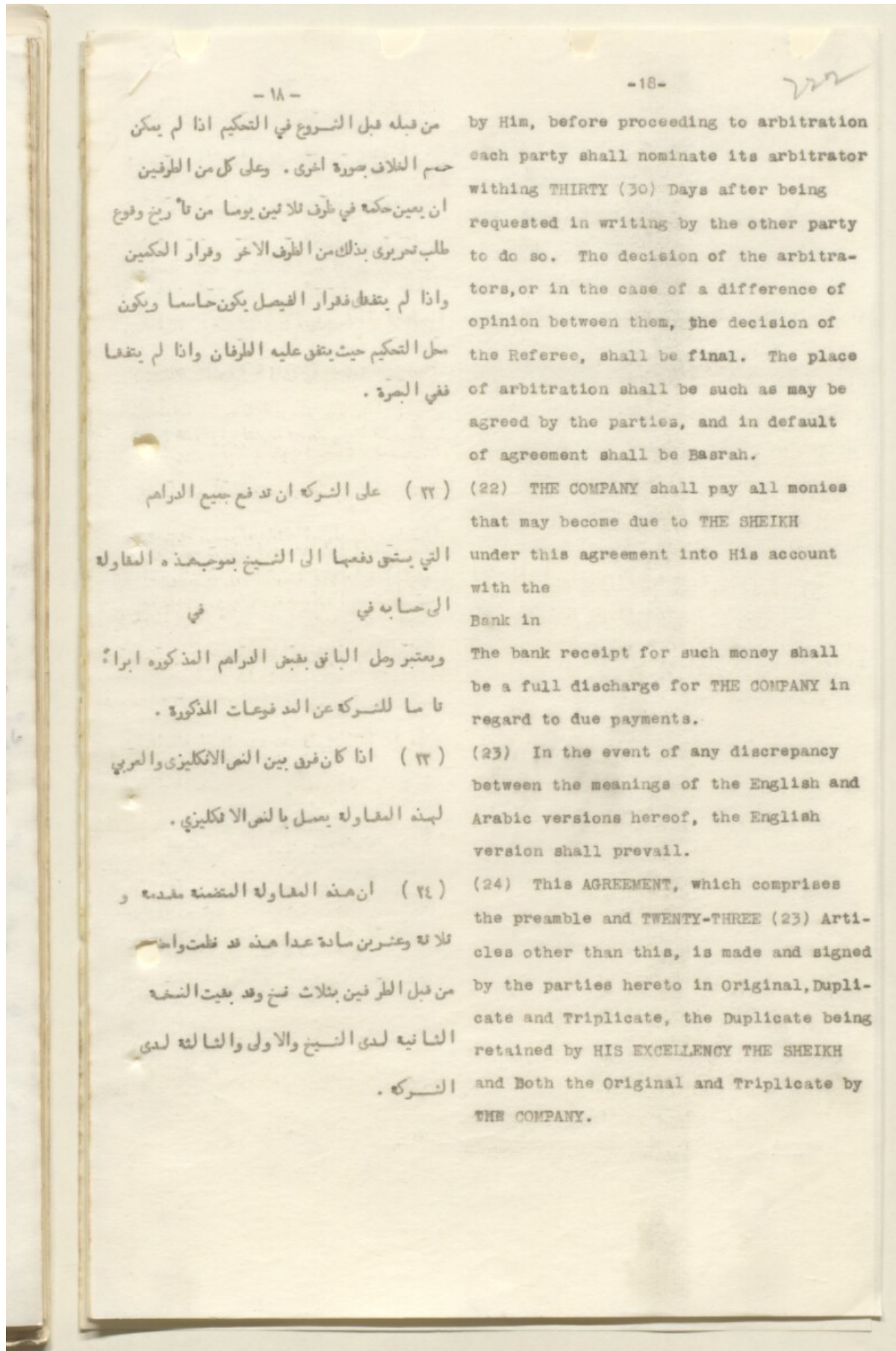
authorized by the provision herein  
contained, shall be an infringement of  
or derogatory to the rights, privileges  
and prerogatives inherent in THE SHEIKH  
as Ruler of THE CONCEDED TERRITORY, and  
in case any such infringement shall  
inadvertently have been committed by  
any of THE COMPANY'S Officials, upon  
due proof of such infringement being  
received by THE COMPANY'S local repre-  
sentative, THE COMPANY shall forthwith  
make such amends, as may seem fair and  
reasonable and suitable, and in case of  
dispute, the Local Judge may be asked  
to arbitrate and in case of further  
disagreement, it may be referred direct  
to THE SHEIKH for judgment.

(21) If at any time during or after  
the currency of this AGREEMENT any  
doubt, difference or dispute shall  
arise between THE SHEIKH and THE  
COMPANY concerning the interpretation  
or execution hereof, or anything herein  
contained, or in connection herewith,  
or the rights and liabilities of either  
party ~~shall~~ hereunder, the same shall,  
failing any agreement to settle it in  
any other way, be referred to two  
arbitrators, each party choosing one  
of such arbitrators, and an Umpire who  
shall be the Political Resident in the  
Persian Gulf, or a person nominated

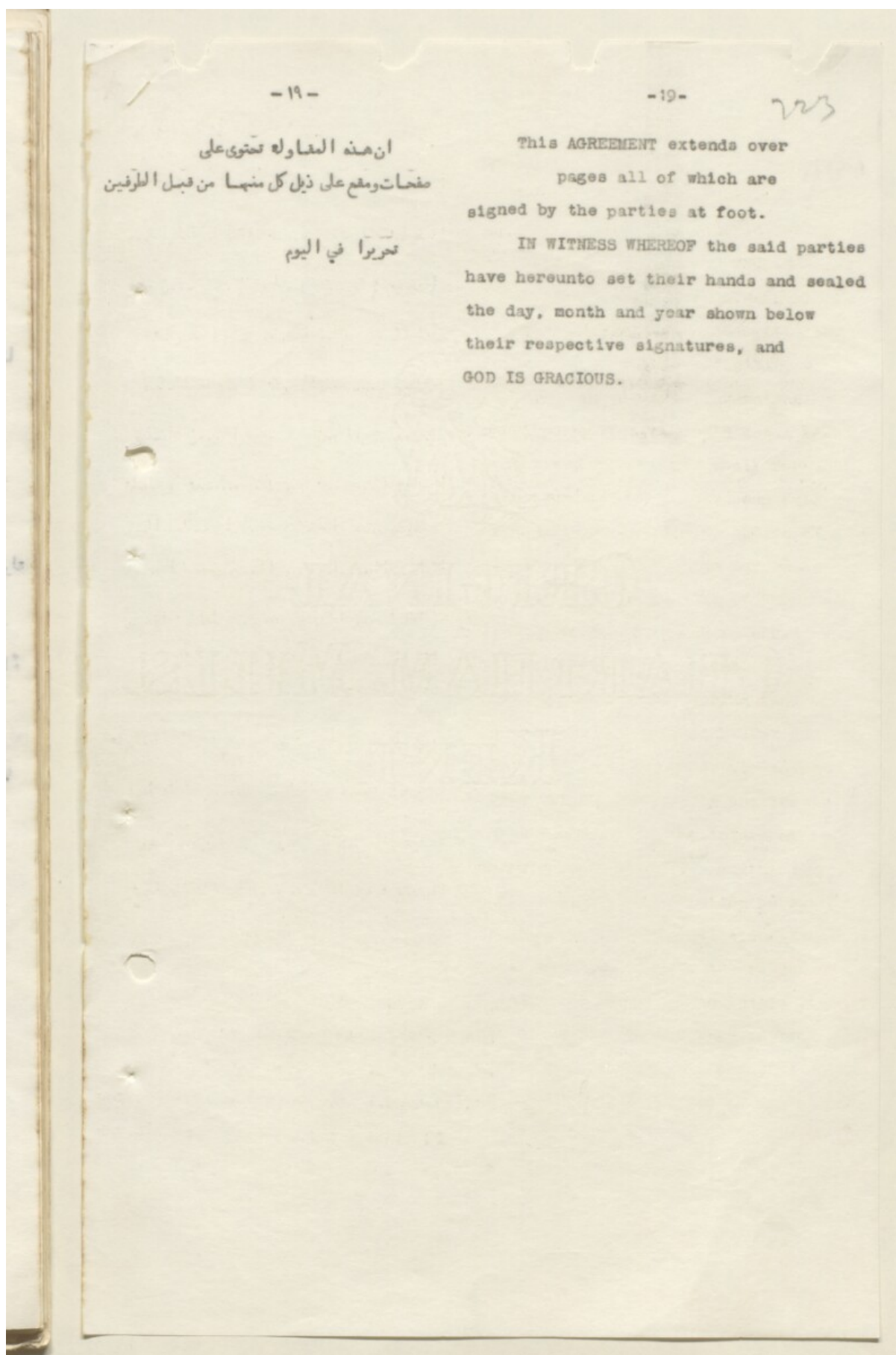




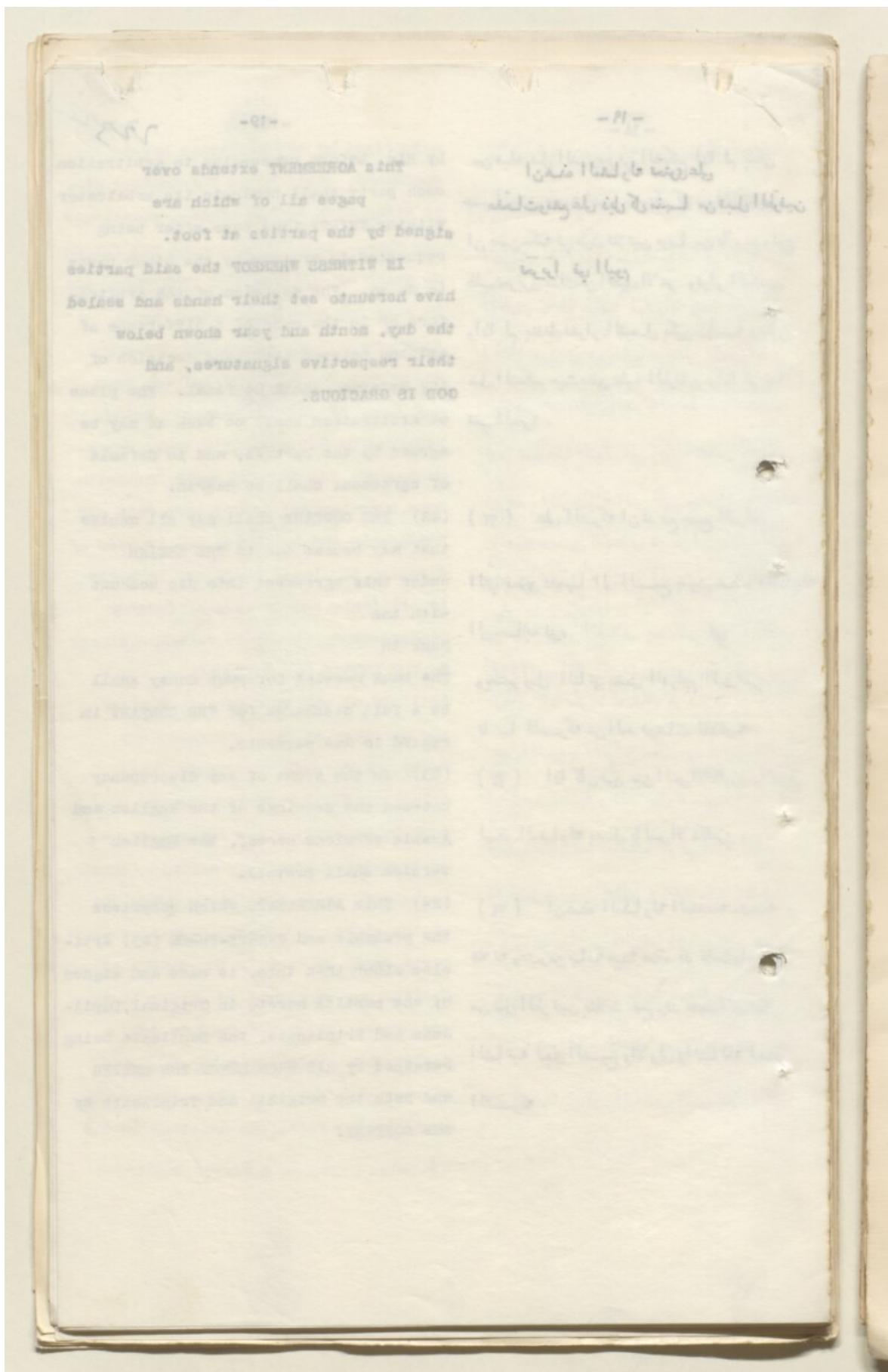


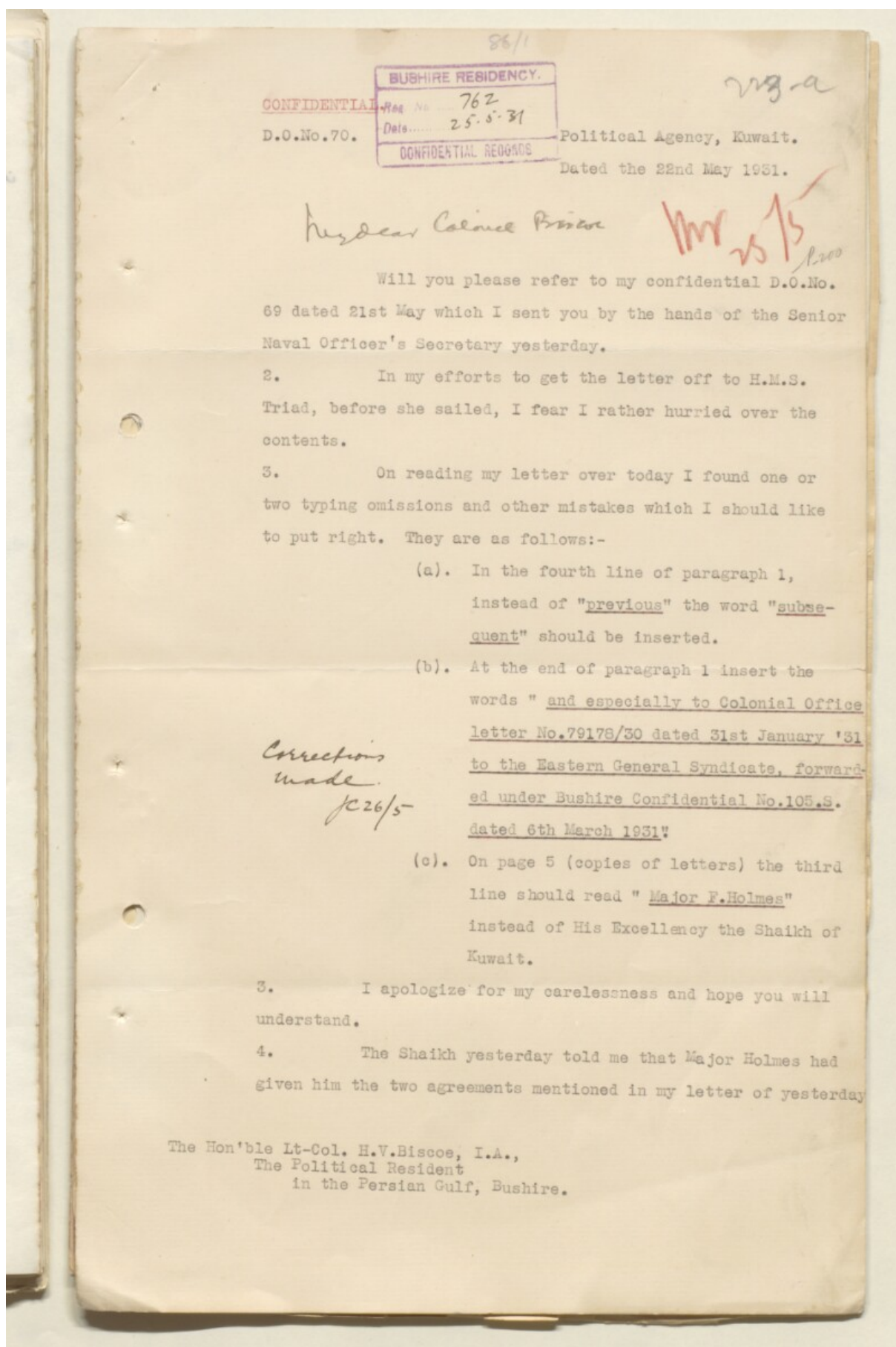
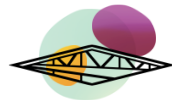


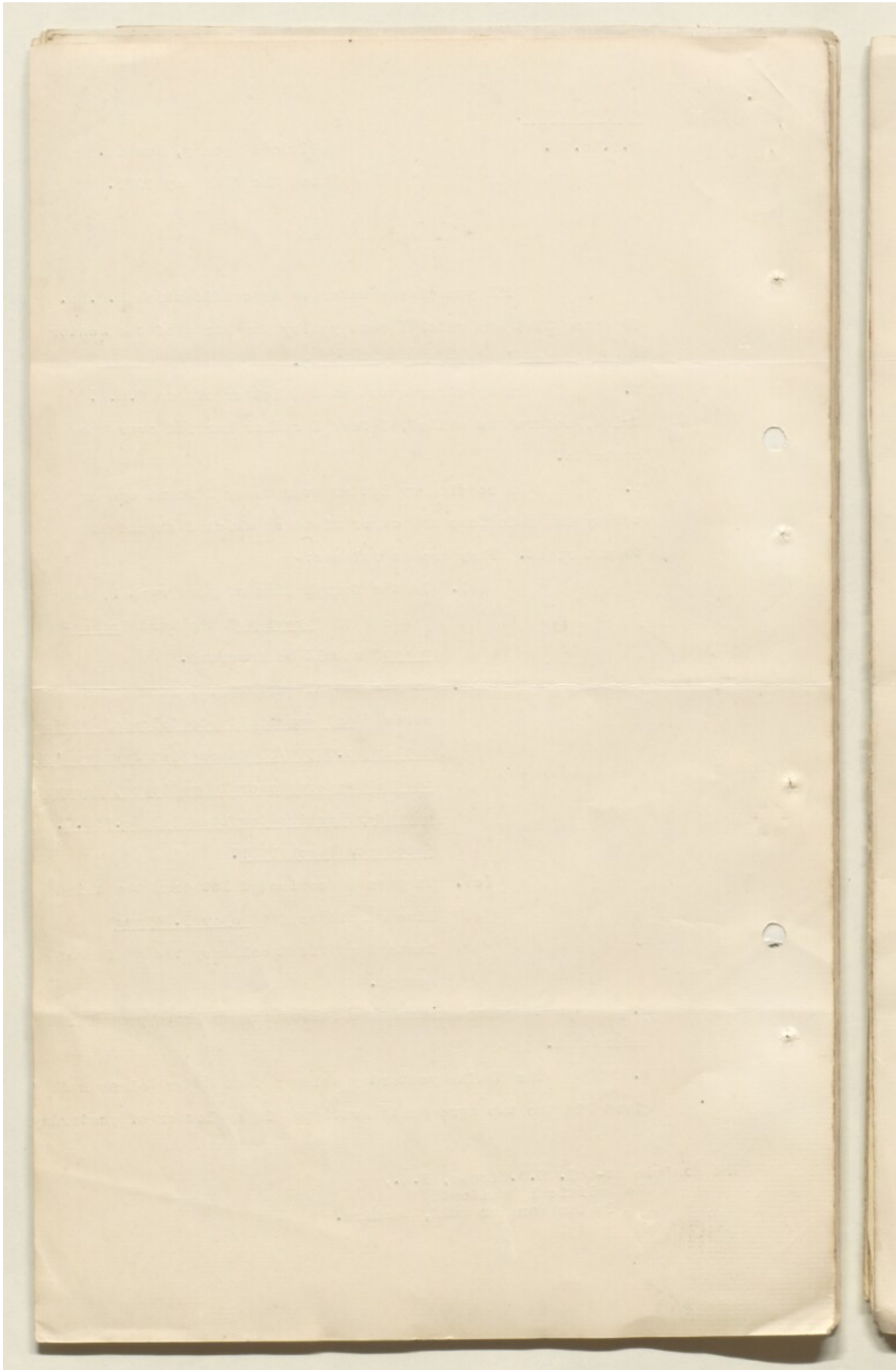




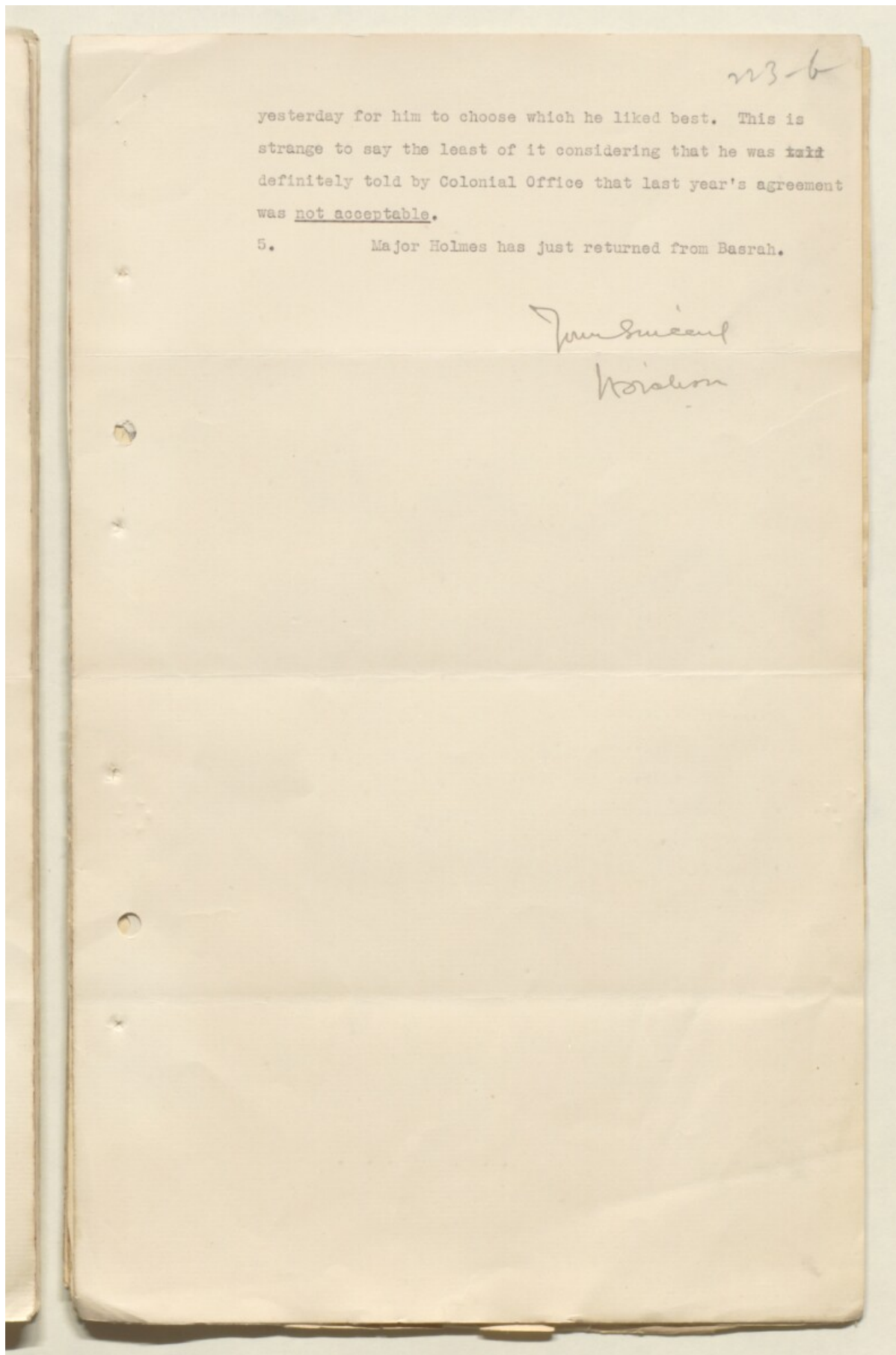


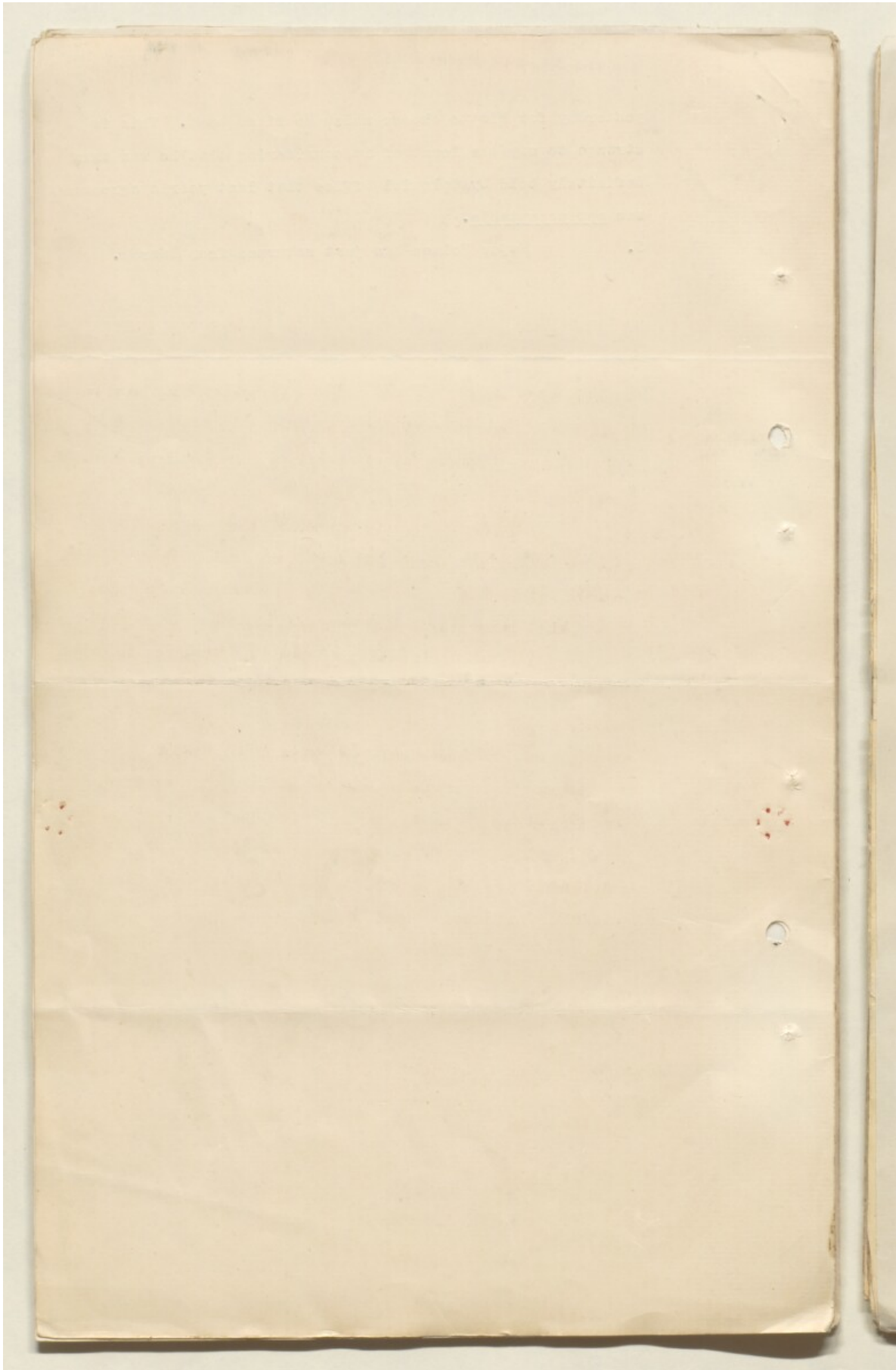














Confidential.

B.O.No.298-S of 1931.

British Residency,  
Bushire, the 26th May 1931.

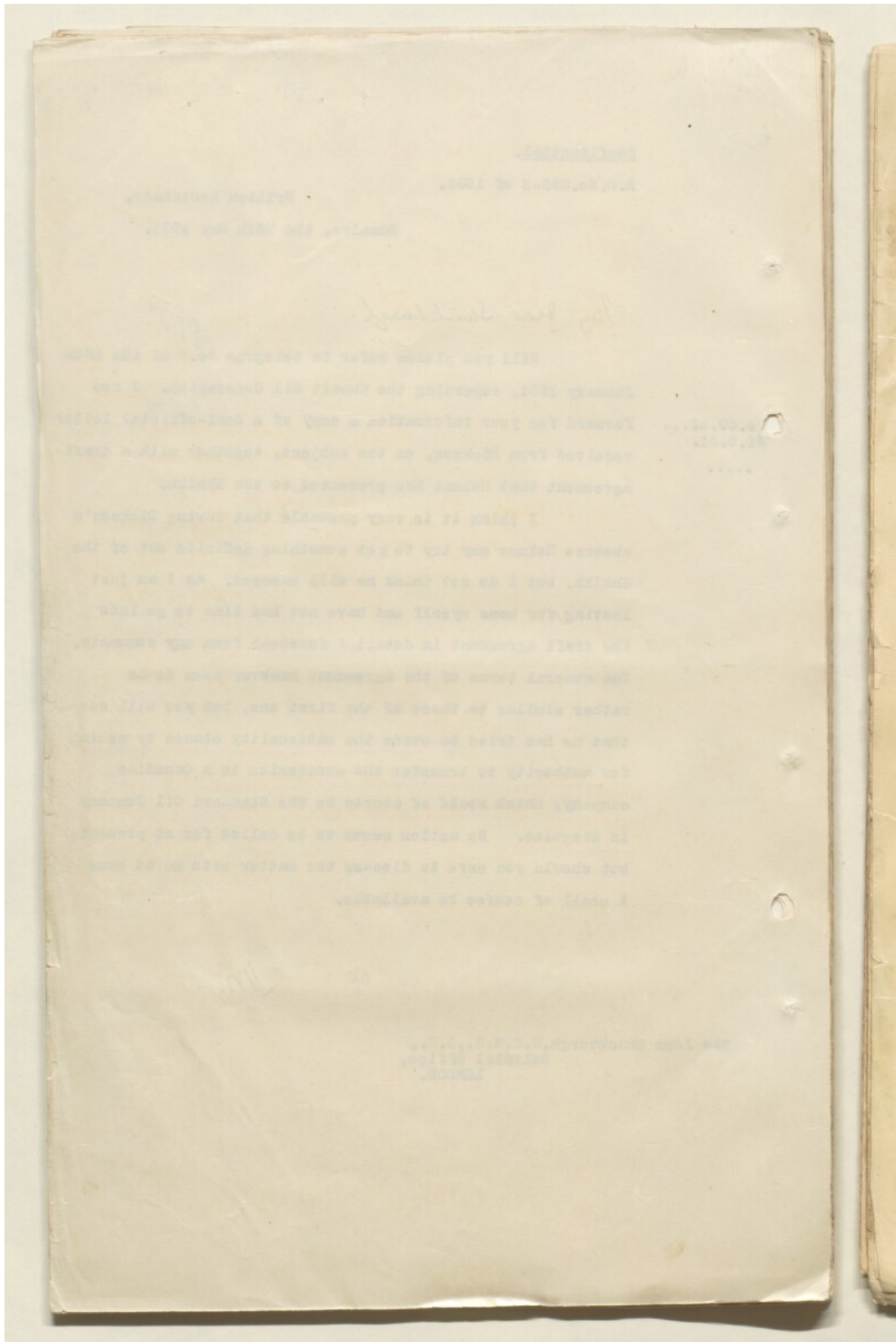
My dear Shuckburgh.

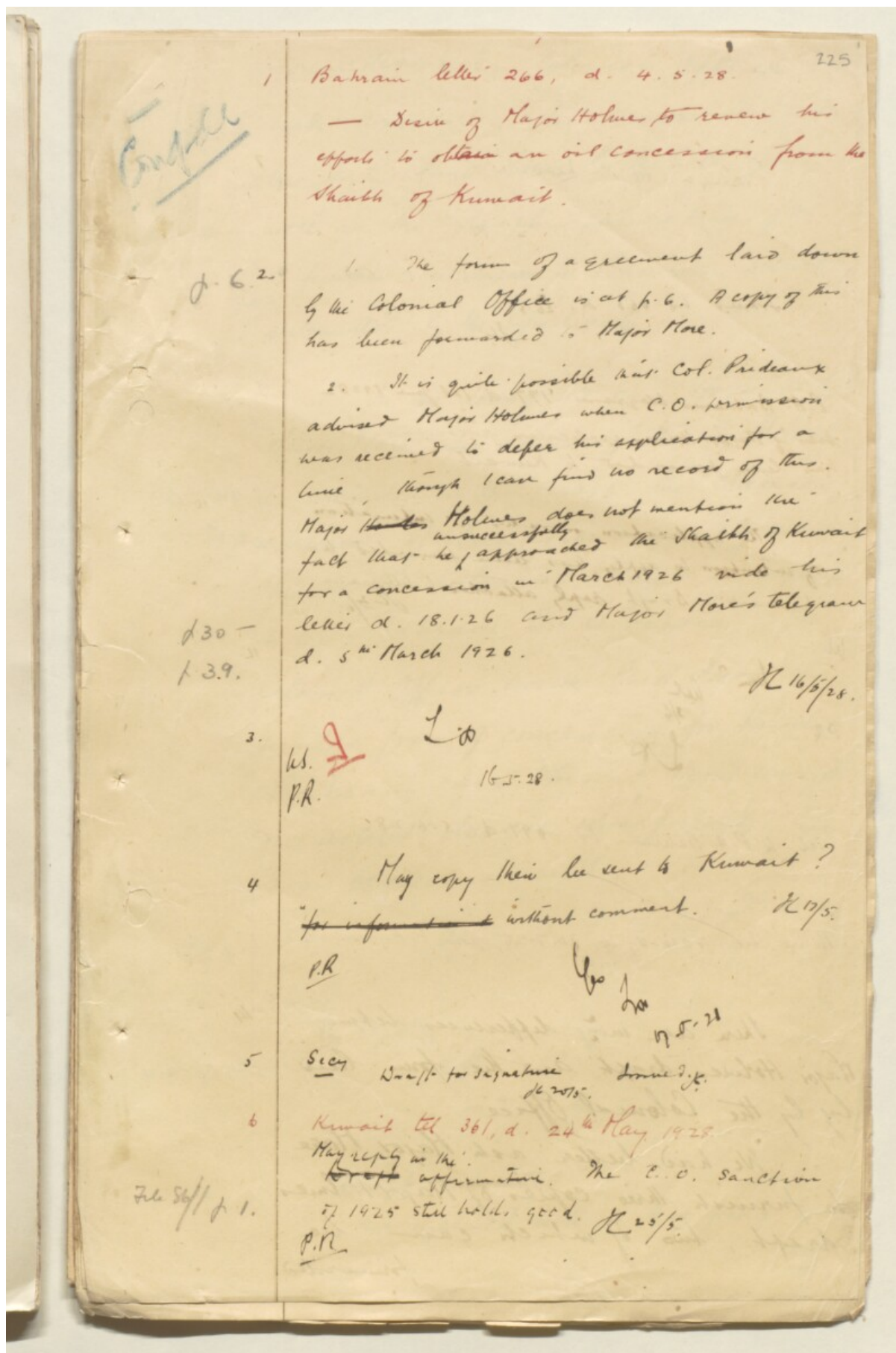
Will you please refer to telegram No.3 of the 28th January 1931, regarding the Kuwait Oil Concession. I now forward for your information a copy of a demi-official letter received from Dickson, on the subject, together with a draft agreement that Holmes has presented to the Shaikh.

I think it is very probable that during Dickson's absence Holmes may try to get something definite out of the Shaikh, but I do not think he will succeed. As I am just leaving for home myself and have not had time to go into the draft agreement in detail I forebear from any comments. The general terms of the agreement however seem to be rather similar to those of the first one, but you will see that he has tried to evade the nationality clause by asking for authority to transfer the concession to a Canadian company, which would of course be the Standard Oil Company in disguise. No action seems to be called for at present, but should you care to discuss the matter with me at home I shall of course be available.

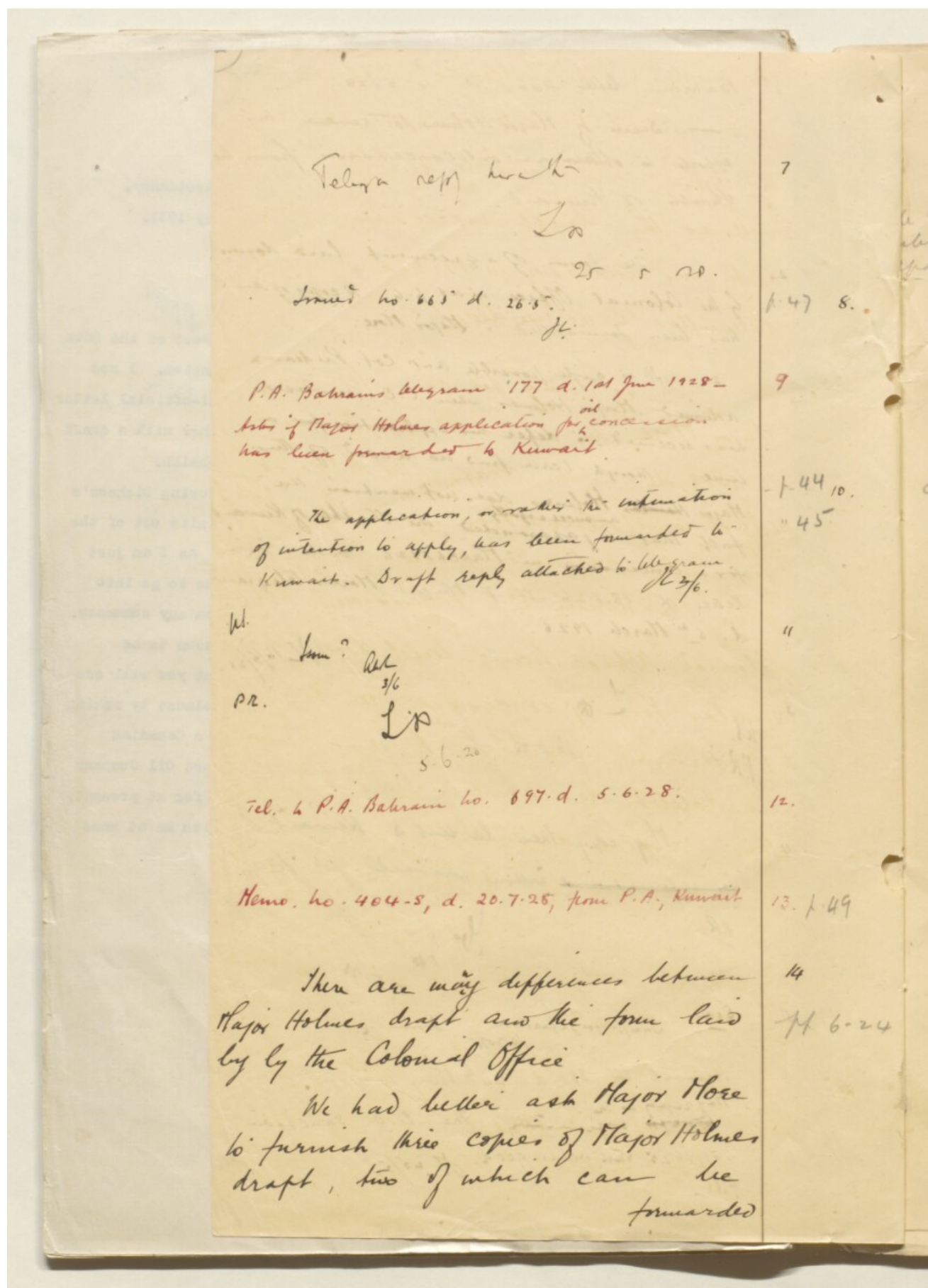
Sir John Shuckburgh, K.C.M.G., C.B.,  
Colonial Office,  
LONDON.















forwarded to the Colonial Office 226  
with comment after comparison with  
the form laid down by the C.O. as  
well as the draft application for  
a further concession in Bahrain recently  
submitted by the Syndicate.

In so doing we can forward to  
Major Gore for advising the the Shaikh  
to include in the draft the clause  
restrictive of alienation recently received  
from the Colonial Office in regard  
to the Bahrain Oil concessions. The  
Colonial Office have laid down a  
similar form of concession for Kuwait,  
Bahrain and Muscat, and would  
no doubt desire uniformity in  
this respect as well.

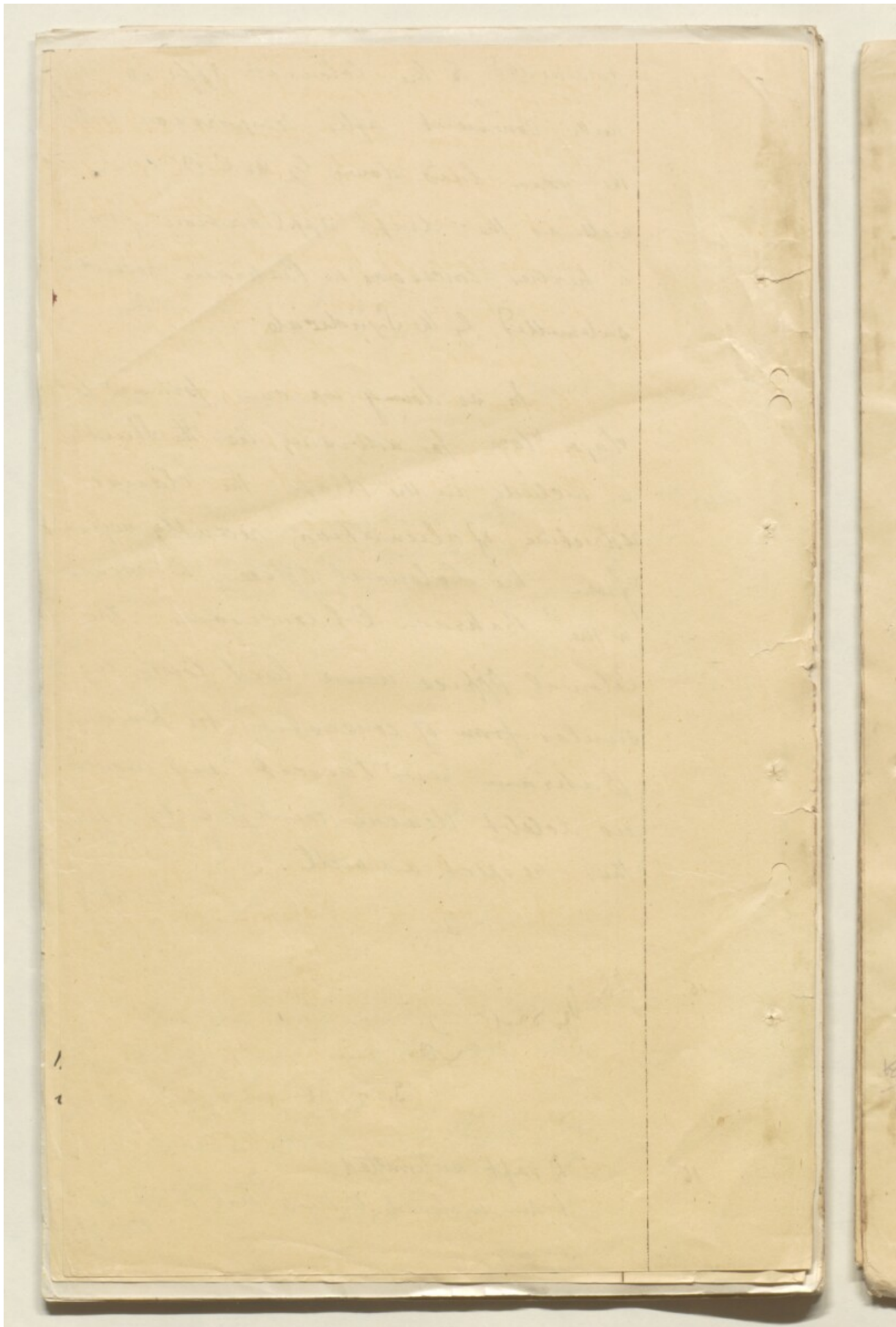
JK 31.7.

Dec  
31/7

15. PR. Go draft To

31.7.25

16. Draft submitted.  
I am inclined to think that para 4  
thereof







227 (3)

Thereof is not required. In the case of Bahrain the agreement had already been entered into and the C.O. feel that it is difficult to alter it, but in the case of Kuwait, though the C.O. have informed the E. and G. Syndicate that they <sup>would</sup> have no objection to the adoption of a particular form of agreement (not including the clause now suggested for insertion) no agreement has been concluded.

H 1/8.

P.R.

155 17. Memo. to P.A. Kuwait, No 290-S d. 4. 8-28.

18 Memo from P.A. Kuwait No 424-S of 16. 8. 1928.

19 Memo from P.A. Kuwait No 430-S of 18. 8. 28.

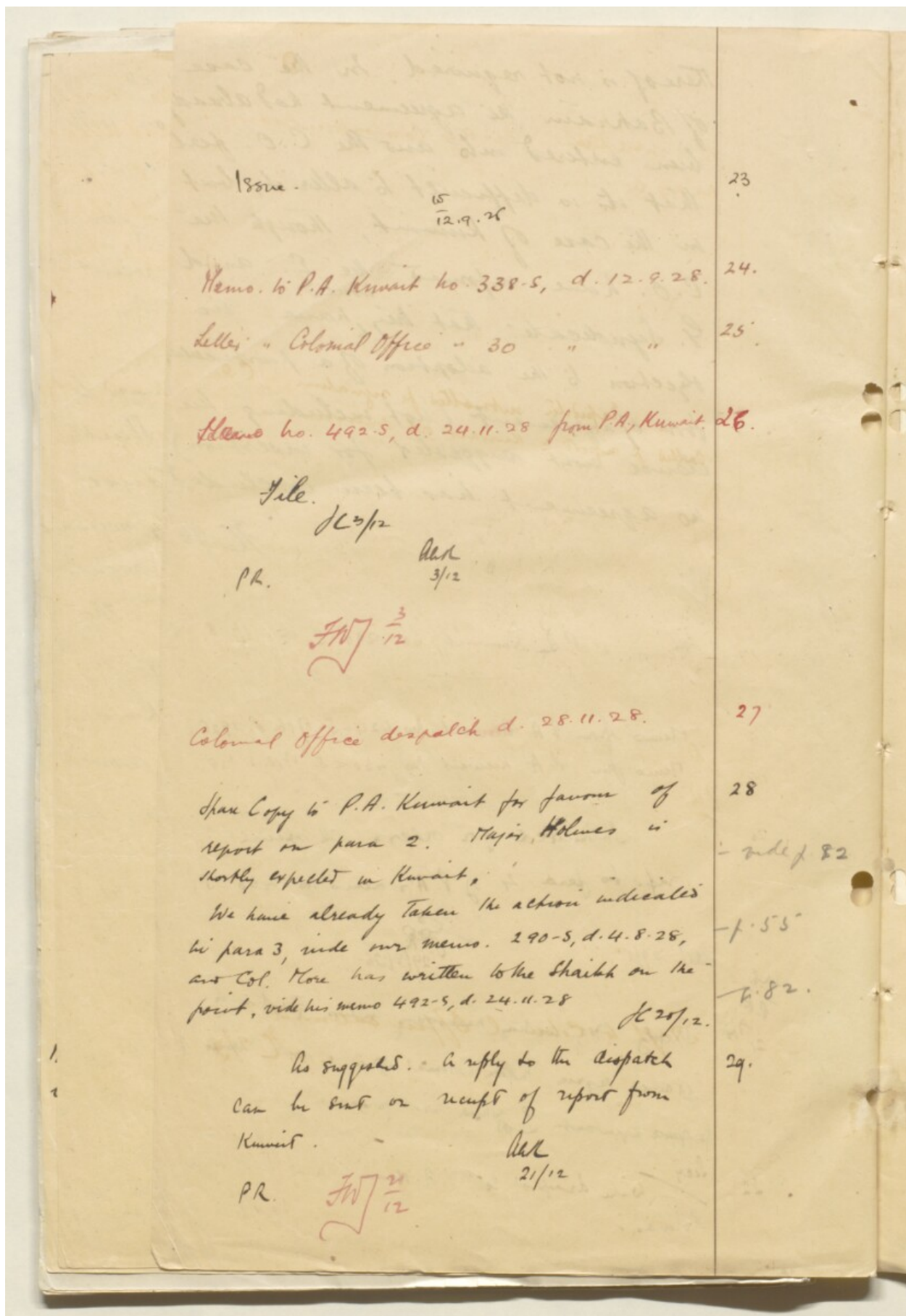
20 Submitted for orders with special ref. to para 4 of P.A.'s memo No 430-S.

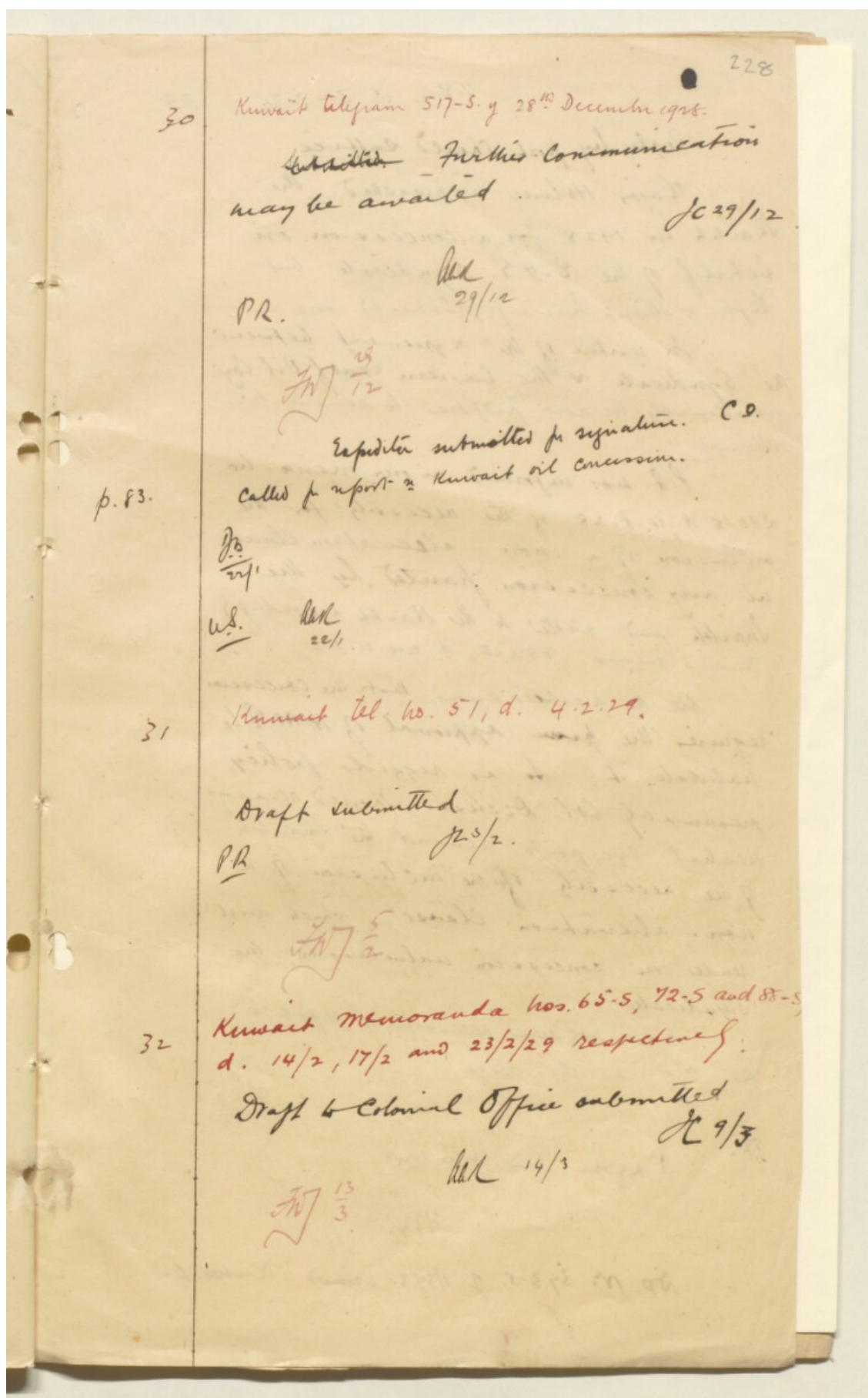
21 Wt.  
P.R.  
21/8. Reply No action necessary unless question is raised again. Inform Colonial Office and express of proposed agreement I which was proposed.

22 Secy with drafts to P.A. Kuwait and S. of S. for Colonies.

H 11/7.











Kuwait tel No. 284. d. 31-7-36

33.

Reply by post should suffice.

Majors Holmes approached the Shaikh in 1928 for a concession on behalf of the E. & G. Syndicate but left without having obtained one.

In virtue of the agreement between the Syndicate & the Eastern Gulf Oil Coy presumably he now proposes to renew his attempt.

P.A. was informed in our memo. no. 290-S, d. 4.8.28, of the necessity for the inclusion of a non-alienation clause in any concession granted by the Shaikh and wrote to the Shaikh accordingly (Kuwait memo. 492-S, d. 24.11.28).

All the parties know that the concession requires the ~~press~~ approval of H.M.G. to validate it. So, as regards policy presumably Col. Dickson should remain neutral except to remind the Shaikh of the necessity of the inclusion of a non-alienation clause (which will render the concession valueless to the Syndicate).

It does not seem necessary to report to the C.O. at this stage.

P.R.

I agree. bna / the low

H.M.G.

1/8

DD. No. 393-S. of 1/8/30 wired to Kuwait.





34 Encl. N. 541, d. 7. 8. 30, from P. A. Kuwait 229 D  
File problem?  
JC 16/8  
PR  
Mr 16/8

35 D.O. N. 1 R, dated Karachi 16/8/30, from P. A. Kuwait  
(in return)  
File?  
JC 22/8  
PR  
Mr 22/8

36 Letter No. 294, d-2-9-30 from P.  
A. Kuwait.  
JC 9/9

There are many points of difference  
between Major Holmes' draft & the C. O. Model.  
The two can be compared here in detail.  
But I would suggest that we should find  
wire to Col. Dickson to post his detailed  
comment as there may be local aspects  
that would strike him more readily. If we  
wire now we should have his comment  
by Monday and be able to get off a despatch  
to Co. by next air mail.  
Draft telegram submitted.  
JC 9/9

PR  
Mr 9/9  
Telegram No. 218, d-9-9-30 to P. A.  
Kuwait issued.  
JC 9/9



We have not received anything from Col. Dickson so I re-submit his letter with a statement showing the main points of difference between Major Holmes' draft and the C.O. model.

I also submit the Bander Shuaibh lease and Agreement. H.M.G. seem to be of opinion that Clause 5 thereof is still operative though we have ceased paying rental. But the point is doubtful in view of the words "in consideration of the rent detailed" therein. In any case H.M.G. will doubtless agree as to the advisability of excluding the area from any lease granted. So recently as 1921 the Admiralty considered & apparently rejected a scheme to make Kuwait an oiling station as an alternative to dredging the Shall-al-Arab bar.

Finally, it would be desirable to insert a clause reserving suitable areas for aerodromes & other service purposes.

PR.

Despatch to C.O. issued no. 38 d. 17.9.30.  
Attested copy sent P.A.K., Copy endorsed  
to G.O.S. under no. 498-5, d. 17.9.30.  
JC 17/9.

86/1 p 6 ff.

Book of Treaties no 5  
D/64 p 76  
para 6.

D/64 p 42

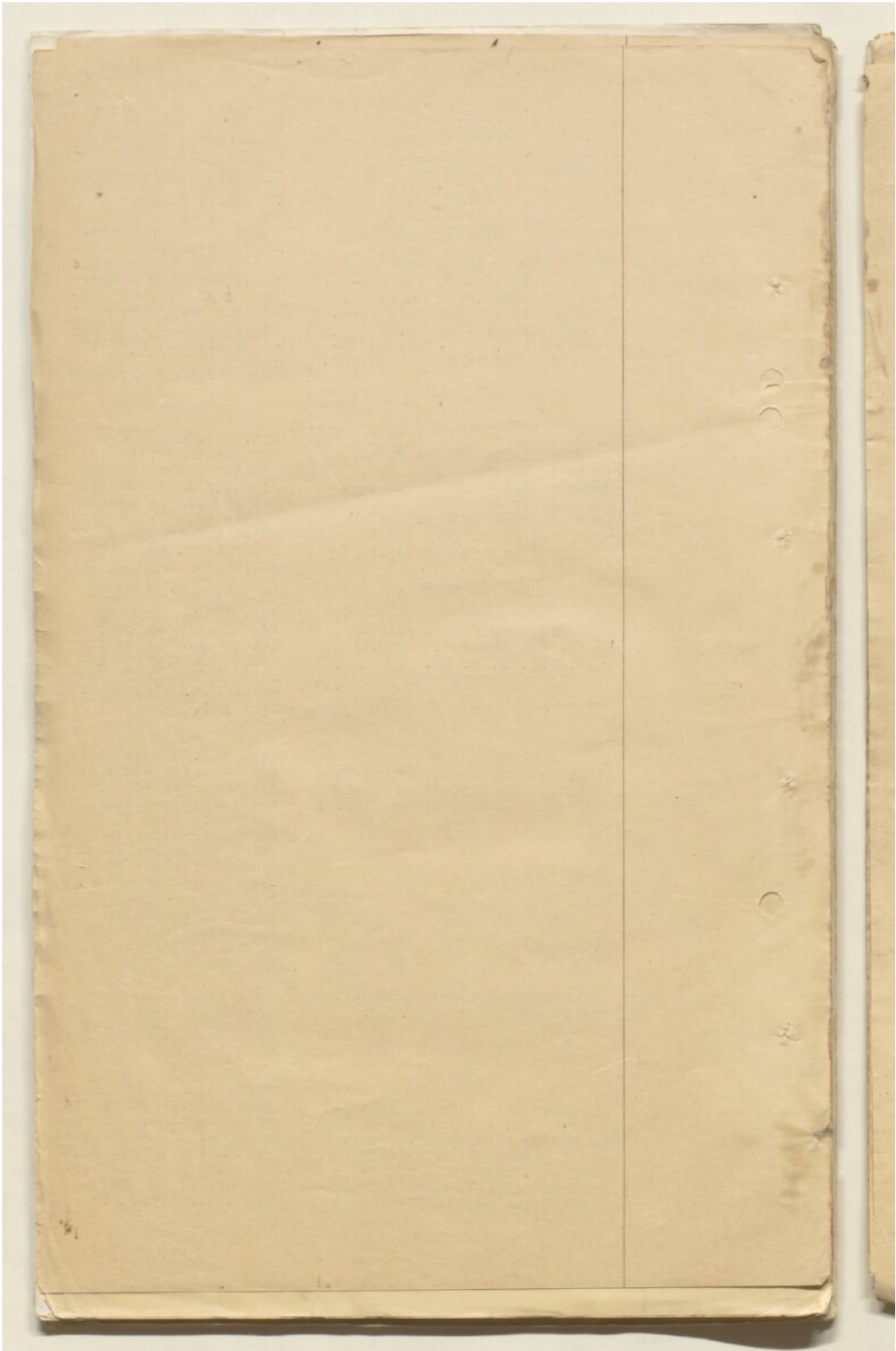
JC 17/9.





Colonial Office Model	Major Holmes' draft. 230
<p>16/1 p. 6</p> <p>Gives the concessionaires the right for 2 years (with option of renewal for another two years) of exploration over the whole of the Shaikh's territories, subsequently the right for a similar period of prospecting over "areas to be selected by the Company with the approval of the Shaikh and the cognizance of the Political Resident", and finally the right, for 55 years, of mining in an aggregate area, selected by the Company, not exceeding 100,000 acres, divided into not more than 3 blocks.</p>	<p>Art. 1. Does not distinguish between the rights of exploration, prospecting and mining, and extends for a term of 70 years, during the whole of which all three forms of activities can presumably be carried on over the whole of the Shaikh's territories, thus conveying much wider rights to the concessionaires and shutting out every one else for 70 years.</p>
<p>The Shaikh grants gratuitously full proprietary rights in all unalienated land belonging to him which may be needed by the Company. Mining lease, art 2, p. 17.</p>	<p>Art. 2 (c). The Shaikh similarly grants "all surface rights, <del>xxx</del> easements and privileges over Kuwait territory" which the Coy. may find necessary for its purposes.</p>
<p>Only right to construct wharves and jetties. Mining lease, Art. 1, p. 16.</p>	<p>Art. (3). Wide powers of port development along the whole Coast. (Question of Bandar Shuaikh which P.A. will comment on).</p>
<p>Right of constructing pipe lines for the purpose of their business. Mining lease, Art. 1 p. 16.</p>	<p>Art. (4). Similar rights, but to include carrying of substances produced elsewhere than in Kuwait territory. (This is evidently to provide for the Neutral Zone Concession)</p>
<p>None.</p>	<p>Right to establish and maintain coaling or oil stations.</p>
<p>Freedom from export duty. Mining lease, art 4, p. 18.</p>	<p>Art. (5). Shaikh can levy Customs (export) duty of 1% on products.</p>
<p>Free import only for apparatus etc. for working of Coy. and office requirements, only for 10 years or for 2 years after Coy. has declared that oil has been found in commercially exploitable quantities, whichever is longer.</p>	<p>Art (6). Free import for period of concession, not only for all apparatus etc. but for "medicines and food supplies for the use of the Coy. and its employees."</p>
	<p>Art.</p>







COLONIAL OFFICE MODEL.	MAJOR HOLMES' DRAFT.
No such right.	Art. (7). Freedom from all charges, rents, etc.
No such restriction.	Other ships to use Coy's wharves etc. only with Coy's written permission.
Nationality Clause at p. 55.	Art. (8). Substitute for Alienation Clause. (a) differs from that for Bahrain. file 86/2 page 185. Defeats object of Alienation on Nationality Clause. Difficult to see how Holmes can be "Chief Local Representative" at Kuwait as well as at Bahrain.
No such provision.	Art (9). Immunity of Coy's representatives from local interference.
Shaikh's undertaking is limited to protection "from thefts, highway robbery, assault, etc." Mining lease, Art 5. p. 19.	Art (14). Shaikh shall always afford officials and employees of the Coy. "every facility, assistance and protection."
Art. 6, Mining Lease, p. 20, imposes a liability on the Shaikh.	No such liability imposed.
Art. 12, Mining Lease, p. 23, imposes a duty on the Company to prevent access of water to any oil bearing formation.	No such duty imposed.
Rs. 10,000 on grant of concession, ditto on each anniversary of grant of exploration license, on grant of prospecting license, on each anniversary thereof, on grant of mining lease and on each anniversary thereof till finding of oil in commercially exploitable quantities, then royalty of Rs. 3/8 per ton, subject to a minimum of Rs. 30,000 per annum. Rate of royalty to be revised after 10 years.	Art (15). Payments. Rs. 30,000 on grant of concession, Rs. 20,000 on each anniversary until Coy. has declared that oil has been found in commercially exploitable quantities, after which royalty of Rs 3/8 per ton subject to a minimum annual payment of Rs. 70,000
No corresponding Art.	Art. (20). Coy. to make amends for infringement of Shaikh's rights, etc.
Mining Lease Art. 14, p. 23. "Umpire to be chosen by the two arbitrators."	Art. 21. Arbitration. Political Resident or his nominee to be Umpire.

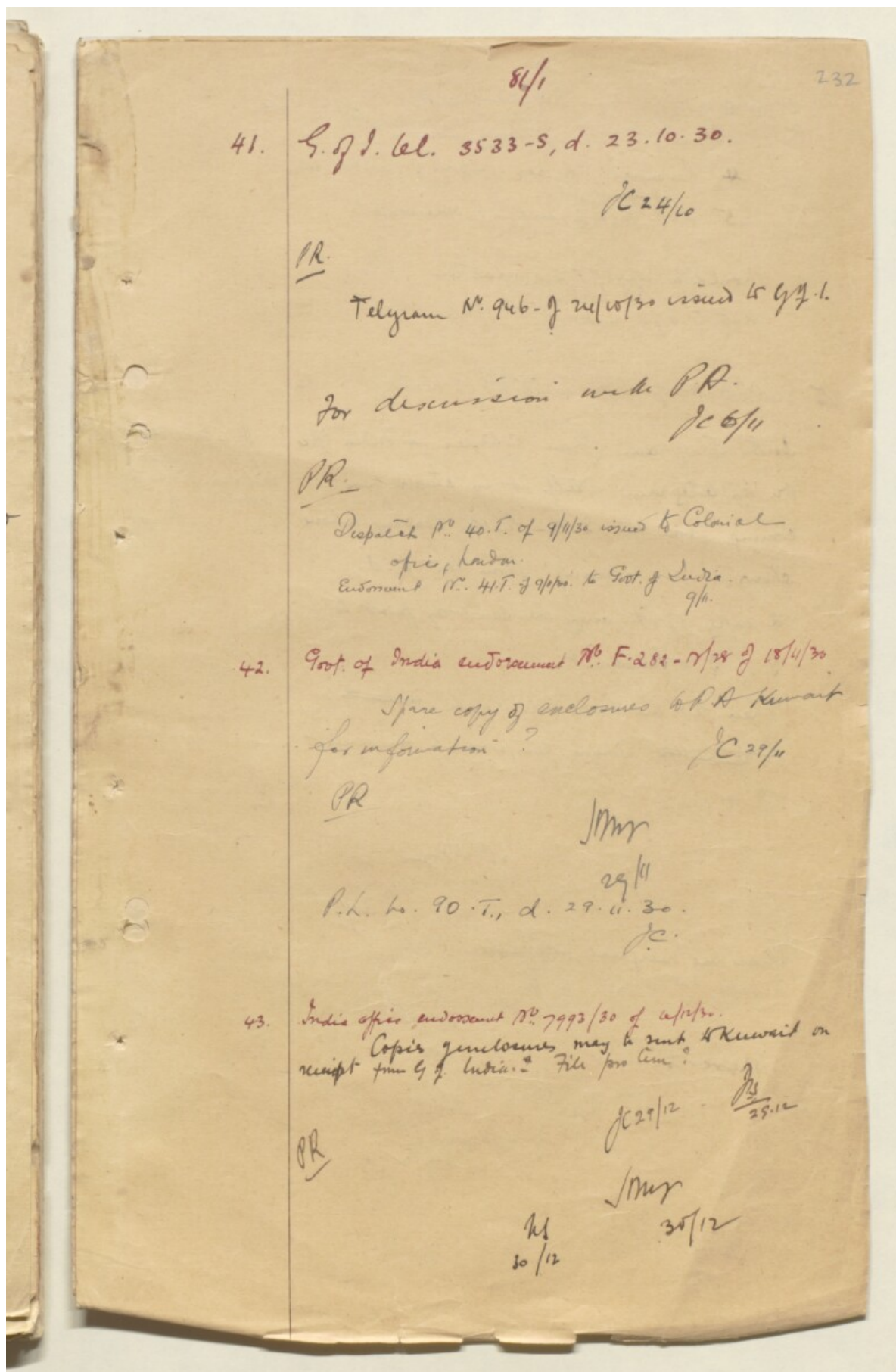
231/9





C.O. despatch. d. 10.9.30. 37  
 Send enclosures to P.A. Kuwait  
 under P.L. for information.  
 Jc 27/9.  
 P.L. N. 524 s.g. 17.9.30 issued to Kuwait  
 Jc 27/9  
 For Encl. N. F. 202-N/29, d. 22.9.30, 38  
 Kuwait letter N. 320, d. 22.9.30 39.  
 38. Enclosures have already been received - see  
 para 37 supra. File?  
 Jc 27/9  
 File 38 + resubmit 39 with <sup>2/10 copy of draft</sup> ~~draft~~ <sup>concess. need</sup>  
 with 38. Jc 3/10  
 Copy of Draft Concession is identical with that  
 at p. 111 as also that recd. under C.O. despatch at  
 para 37 notes. Jc 3/10  
 Despatch N. 42 g.b. 10/30 issued to the C.O.  
 Encl. N. 524 s.g. .. — — — Jc 27/9  
 Letter N. 313, d. 11.10.30 from P.A. Kuwait 40  
 The Syndicate has not quoted Mr.  
 Dickson and in your last despatch  
 you have passed on his comments on the  
 draft so it hardly seems worth while  
 addressing the C.O. File? Jc 28/10  
 PR  
 Despatch N. 43 d. 20/10/30, issued to C.O.







D.O. No 8 of 12/1/31 from P.A. Kuwait. Lha.  
 Tel. No 3 from 8/5 to Colonel's London 45  
 44 Presume P.A. has disposed of question at Kuwait.  
 45 P.C. to C.G. India & Kuwait?  
 Should a copy of P.A.'s report be <sup>Pa</sup> 29-1  
 sent to C.G. & Sec. of State for the Colonies.  
 46 Encl. No. D.S. of 4/2/31 issued <sup>Pa</sup> 30/1  
 Is the telegram from Colonies or India Office?  
 On the telegram itself it is shown as  
 coming from the D.O. but the heading above  
 shows it as coming from the C.O.  
 A copy of it may be sent by post to  
 G. of D & Kuwait.  
 Then let me have file back. ~~with~~  
~~to the action~~ I have temporarily removed  
 P.A.'s. D.O.  
 N.M.  
 Please see marginal note above. <sup>Pa</sup> 30/1  
 Resubmitted. <sup>Pa</sup> 30/1  
 46  
 42  
 Thanks. D.L.  
 M. 9/2  
 also see  
 see para  
 46 & 47  
 in  
 disposal  
 Pa





233

46 Encls. No. F. 282 - N/28, d. 7-1-31, from G. J. India.

47 46. Enclousures not relevant to Kuwait Oil Concession  
File has been disposed of on file 6/1/23 (Kuwait-Wahid Treaty)  
Enclosure 3 has already been received.  
Enclosure 4. Joss P.R. wish to write P.A. asking him  
to obtain the document re Br. nationality  
Clause or may the enclosure be endorsed  
to Kuwait for information only? We could  
act on instructions from C.O. re the  
document from the Sheikh.

47. S.C. to Kuwait for file?  
vide page 176 the Syndicate have  
been given their reply - so I do not think any action  
is necessary. File.

J.M.M.  
23/2

48 Encls. No. F. 282 - N/28 dated 7. Feb. 31. from Govt of India  
File?

J.M.M.  
23/2

49. Colonial office endorsement P.A. of 6/1/31.  
May it be sent to Kuwait for information only?  
I do not think it necessary.

J.M.M.  
23/2

The principle of sending S.C. to the P.A. concerned  
is a good one, even if in every case it is  
not necessary. I think we can send the S.C.  
in the present case.

J.M.M.  
4/3.

P.L. No. 1053 of 6/3/31 issued to Kuwait





Govt. of India Endorsement No. F.282-N/28  
of 14/2/31. 50.

Copy may be sent to Kuwait, reference to  
D.O. No. 4 of 12/1/31? 175

9/3 7/3

Colonial office despatch No. A of 20/2/31. 51.

- do - letter No. 89178/31 of 15/2. 52.

51. S.G. may be sent to Kuwait 3

52. ~~Copy~~ may go to Kuwait together with paper  
being sent under Para. 50 supra? 10/3

12/3

P.L. No. 124-S. of 13/3/31 issued to Kuwait.  
N.S.S. 13/3

Govt. No. F.282-N/28 dated 11/3/31 from Govt. of India 53

Span copies <sup>has already</sup> been sent to Kuwait? 21/3

For information only. File? 21/3

Copies of these papers are on pages 183 & 186 21/3

& copies have already been sent to Kuwait file. 21/3

Govt. No. F.282-N/28 dated 14/3/31 from Govt. of India. 54

27/3

Serial No. 231 from dated 19/3/31 from P.O. Kuwait. 55



234

86/1

54. Sum. N. 231, d. 19.3.31 from P.A. Kuwait

55. — F. 282-N/28, d. 14/3/31 from G. India.

54. File?

55. ~~S.S. may have sent to~~ already main. File?

D<sub>2</sub>  
27.3

J.M.  
28/3.

56. Telegram N. 312, d. 18/4/31, from P.A. Kuwait

File?

D<sub>2</sub>  
28/4.

P.A.  
20/4

J.M.  
20/4

57. S.O. N. 69, d. 21.5.1931, from P.A. Kuwait.

58. " - 70 - 22.5.31 " " "

Submitted. Will P.A. please return early if he wishes to take copy of draft concession to London.

P.A. J.C. 15/5

Dr. N. 298-S of 26/5/31 sent to Colonial Office.

~~59. D.O. letter N. 72 dated 26/5/31 from Kuwait~~

~~P.A. In view of Col. Pascoe's S.O. letter no. 228-S, d. 26.5.31 to Sir John Stuckburgh it does not seem necessary to forward this or even communicate the gist of it to the Colonial Office. May be filed.~~

~~Dr. letter N. 316-S of 2/6/31 to Col. Dickson.~~

~~Extract from S.H.D. Report of proceedings 1-31 May, N. 139/586 dated 1/6/31~~

J.C. 7/6.

at 16

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